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A COLLECTION OF
TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

COMPILED BY

C. U. AITCHISON, B.C.S.

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA
IN THE FOREIGN DEPARTMENT

VOL. X

CONTAINING

THE TREATIES, &c., RELATING TO MADRAS AND CEYLON

Revised and continued up to the 1st June 1906
By the Authority of the Foreign Department

NN. 1:77

CALCUTTA
SUPERINTENDENT GOVERNMENT PRINTING, INDIA
1909

Price Five Rupees or Seven Shillings and Six Pence

ac

00042581

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TREATIES, ENGAGEMENTS, AND SANADS.

RELATING TO THE

MADRAS PRESIDENCY.

I.—THE CARNATIC.

The first station on the Coromandel Coast occupied by the East India Company was the Agency of Metchlipatam established in 1611, with a subordinate factory at Pettapolu. Armagon, between Nellore and Pulicat, was occupied in 1626, but was evacuated in 1638. In the following year territory at Madras was acquired from a local Naick, who was subordinate to the Raja of Vijaiyanagar. The grant was confirmed by Sri Ranga Rayalu, Raja of Vijaiyanagar, and a new settlement was founded in Madraspatnam in 1640, which received the name of Fort St. George. In 1653 it was made a separate Presidency.

When war broke out in Europe in 1740, the English possessions on the Coromandel Coast consisted of Fort St. David and a tract of territory around Fort St. George, somewhat more than 5 square miles in extent. During the hostilities between England and France, which extended to their respective possessions in India, Madras was captured by Labourdonnais in 1746, but was restored after the peace of Aix-la-Chapelle. It is unnecessary here to notice in detail the military and political operations of the English and French in India during this war, or the war which broke out two years after the proclamation of peace. The struggle was for the Nawabship of the Carnatic.

The Carnatic was one of the sub-divisions of the great Subadari of the Deccan. Nizam-ul-Mulk, Subadar of the Deccan, had appointed Saadatulla to be Nawab of the Carnatic. He died in 1732, and was succeeded by his nephew, Dost Ali, whose daughter married Chanda Sahib, his finance minister. About this time the Raja of Trichinopoly, who was subordinate to the Nawab, refused to pay his dues, and Chanda Sahib marched to punish him, upon which the Hindu Raja invited the assistance of the Marathas. In the contest which ensued Dost Ali was killed, and Chanda Sahib

was carried prisoner to Poona. Nizam-ul-Mulk then appointed one of his own officers, Anwar-ud-din Khan, to the vacant Nawabship. In the meantime Chanda Sahib was released from captivity, and his claims to be Nawab were supported by the French. Anwar-ud-din Khan was killed in battle at Ambur in 1749; and his second son, Muhammad Ali, was supported by the English. In the war that followed Clive defended Arcot against the army of Chanda Sahib. The French were reduced to great straits, and Chanda Sahib was compelled to take refuge with the Raja of Tanjore, by whom he was murdered. Eventually the struggle resulted in the conclusion of a Treaty (No. I) between the English and French in December 1754, subject to confirmation in Europe, by which Muhammad Ali was practically left Nawab of the Carnatic, and the English and French agreed to restore all the territories they had respectively acquired, except certain specified places, to the Native rulers, and to put their establishments on an equal footing.

Hostilities, which in the interval had never entirely ceased, were carried on with redoubled vigour after the declaration of war between England and France in 1756. The French, through their influence at the Court of the Subadar of the Deccan, had obtained possession of the Northern Circars. They captured Fort St. David and laid siege to Madras; and the siege was raised in February 1759 only by the arrival of an English fleet. The tide of war, however, soon turned in favour of the English. The French were driven from their settlements, and in January 1761 Pondicherry surrendered. The French Settlements were restored to France under the treaty of Paris in 1763; and article 11 of the treaty recognised Salabat Jang as Subadar of the Deccan, and Muhammad Ali as Nawab of the Carnatic.

By the overthrow of the French Muhammad Ali was established as Nawab of the Carnatic without a rival. He had, however, contracted large debts to the English, on whom the expenses of the war had chiefly fallen. In consideration of these debts, and of the assistance rendered him by the English, the Nawab conferred (No. II) on them in 1763 districts yielding an annual revenue of upwards of four and a half lakhs of pagodas, for which they had obtained a Farman from the Emperor of Delhi.

In consequence of the war which subsequently broke out with Haidar Ali of Mysore, the Madras Government were thrown into great pecuniary

difficulties, and they applied for aid to the Nawab, on the ground that the expense of the military defence of his country had fallen on them. The Nawab, however, appealed to a Treaty (No. III) which had been concluded in 1781 with the Bengal Government, by which he was exempted from all pecuniary demands beyond the expense of ten battalions of troops, and was recognised as hereditary sovereign of the Carnatic, besides being promised the restoration of Tanjore and certain districts occupied by Haidar Ali. The Madras Government remonstrated against this contention, and at length, after much negotiation, it was agreed (No. IV.) on the 2nd December 1781 that the revenues of the Carnatic should be transferred to the British Government for five years, the Nawab receiving one-sixth for his private expenses.

No sooner was this assignment made than the Nawab set himself to defeat it. By taking advantage of misunderstandings then existing between the Government of India and the Government of Madras, he succeeded in obtaining an order from the former authority in January 1783 for the restoration of his revenues.

This order, however, the Madras Government did not at once carry out, as the arrangements of December 1781 had in the meantime been approved by the Court of Directors in England. But the Board of Control, which had just been created, took the management of the Carnatic affairs out of the hands of the Court of Directors, and ordered the restoration of the revenues to the Nawab, and the assignment of twelve lakhs a year for the payment of his debts to the Company and to private creditors. It was therefore arranged by the preliminary Treaty of 1785 (No. V) that the Nawab should pay twelve lakhs of pagodas a year towards the payment of his debts, and four lakhs a year to meet current charges, territorial security being given for punctual payment. The expense of the peace establishment was estimated at twenty-one lakhs, and it was proposed that this should be met by the Madras Government, the Nawab and the Raja of Tanjore, in proportion to their respective revenues. At this rate the Nawab's contribution would have been ten and a half lakhs. It was fixed at nine lakhs, and by the Treaty of 1787 (No. VI) it was agreed that the Nawab should pay this sum for protection in time of peace besides the twelve lakhs for his debts; that in time of war the contracting parties should each pay four-fifths of their revenues, the Nawab being first allowed to deduct 2,13,421 pagodas for jagirs and 21,366

pagodas for charities; and that in case of failure of payment by the Nawab certain districts should be assigned as security. By this treaty also the Nawab relinquished direct political relations with other Native States. The Court of Directors, however, were of opinion that the abatement of one and a half lakhs, which was allowed to the Nawab, should have been made rather from the assignment of twelve lakhs for liquidation of the debts than from the subsidy, and therefore directed that the contingent should be established at eleven lakhs, being ten and a half lakhs as the contribution proportioned to the revenues, and 50,000 pagodas paid as tribute by the Raja of Tanjore. In this arrangement the Nawab acquiesced after some demur.

When the war with Mysore broke out in 1790, it was found that no contributions could be realised through the officers of the Nawab of the Carnatic; and it was resolved to take the direct management of his country while hostilities continued. On the conclusion of peace in 1792 this temporary arrangement came to an end; and, as all parties were dissatisfied with the treaty of 1787, some other arrangement was necessary. A new Treaty (No. VII) was therefore concluded in 1792. This treaty stipulated that the British Government should maintain a force, for the payment of which the Nawab should contribute nine lakhs of pagodas yearly; that the country should be garrisoned by British troops; that in the event of war the British Government should take the entire management of the country, paying to the Nawab one-fifth of the revenues; that the assignment for the debts of the Nawab should be reduced to 6,21,105 pagodas; that the British Government should collect the tribute of the palegars (polygars) in the Nawab's name, and give him credit for it in his contribution; that on failure of payment the British Government should assume the management of certain specified districts; that, if the Nawab required additional troops, they should be separately paid for; and that the Nawab should renounce political intercourse with other States and be included in all treaties relating to the Carnatic.

Muhammad Ali was succeeded by his son, Umdat-ul-Umra, on the 16th October 1795. The treaty of 1792 was found to have had the most injurious effects. The subsidy indeed was regularly paid, but to meet his liabilities the Nawab contracted heavy loans, and to liquidate them assigned to his creditors the revenues of his country,—a system which resulted in cruel oppression. Several attempts, including the Agreement of August

1800 (No. VIII), were made to remedy this state of things, but without much success. On the fall of Seringapatam a treasonable correspondence was discovered, which had been begun by Muhammad Ali and his son with Tipu Sultan shortly after the conclusion of the treaty of 1792. The object of this secret correspondence was hostile to the interests of the British Government. It had been continued by Umdat-ul-Umra as late as the year 1796, and was in direct violation of his treaty obligations. Enquiry was instituted and fully proved the guilt of the Nawab. The British Government therefore declared itself released from the obligations of the treaty of 1792, which had been thus flagrantly violated, and resolved to assume the government of the Carnatic, making provision for the family of the Nawab.

Umdat-ul-Umra died on the 15th July 1801 before the conclusion of the proposed arrangements. Terms framed on the above basis were offered to his reputed son, Ali Husain, who had been nominated by Umdat-ul-Umra as his successor, but were rejected by him. Negotiations were then opened with Azim-ud-Daula, nephew of the Nawab Umdat-ul-Umra. If the right of succession had not been forfeited, Azim-ud-Daula would perhaps have had stronger claims than Ali Husain. He was the grandson of Muhammad Ali, and great-grandson by both parents of Anwar-ud-din, the founder of the family of the Carnatic. An Engagement (No. IX) was made with him on the 31st July 1801, by which he renounced the civil and military government of the Carnatic and accepted a stipendiary provision. This treaty was ratified by the Governor General in Council. The Madras Government were directed to add certain explanatory articles, if this could conveniently be done, so as clearly to set forth that Azim-ud-Daula was acknowledged by the free grace and favour of the British Government, and not by reason of any hereditary rights, as these had been entirely forfeited. It was also decided to regulate the disposal of jagir lands and the calculation of the Nawab's share of the revenues. The Nawab willingly agreed to the modifications proposed.

On the 3rd August 1819 Azim-ud-Daula died. Azim Jah, his son, was informed that as the treaty of 1801 did not stipulate that the rank and dignity of Nawab of the Carnatic should be hereditary in the family of Azim-ud-Daula, his succession depended on the pleasure of the Supreme Government. Azim Jah was, however, recognised; but it was not considered necessary to conclude any new engagement with him.

Azim Jah died on the 12th November 1825. His infant son, Ghulam Muhammad Ghaus Khan, was recognised as his successor under the guardianship of his uncle, Azim Jah. He died without issue on the 7th October 1855; and the succession was claimed by the uncle Azim Jah. But as the treaty of 1801 had recognised no hereditary right, and was a purely personal treaty with Azim-ud-Daula, the successions in 1819 and 1825 had been by express permission of the British Government, and conveyed no kind of pledge. There was no obligation to continue the succession to the titular dignity of the Nawabship of the Carnatic, and there were obvious reasons of expediency against it. Under these circumstances the Government of India declared that the title, privileges, and immunities of the Carnatic family were at an end. The family was liberally provided for, a pension of a lakh and a half of rupees and the position of the first native nobleman of Madras being assigned to Azim Jah.

Azim Jah, however, was dissatisfied with this arrangement, and made several appeals on the subject. Her Majesty's Government declined to re-open the question of continuing the Nawabship of the Carnatic in the person of Azim Jah, but the title of Amir-i-Arcot or Prince of Arcot was granted in 1867 to him and his heirs by Her Majesty under Letters Patent. At the same time a pension of three lakhs of rupees, which was to cover all claims whether by the prince, his relatives or dependents, was assigned to him; one-half of this amount was under like conditions to descend to his successors; and a large sum was allowed to the prince to pay off his debts after enquiry and adjustment by a British officer. The prince and his successors in the title were exempted from the jurisdiction of the civil courts, but the exemption which Azim Jah enjoyed as regards the criminal courts was continued for his life only. Prince Azim Jah was gazetted to a personal salute of 15 guns for life in Her Majesty's order in Council, dated the 26th June 1867. He and his family were also permitted to reside at any place which the Madras Government might think proper. In 1875 a residence known as the Amir Mahal was provided for the Princes of Arcot in Royapettah, Madras. It is maintained at the expense of Government.

It was arranged that the titles and honours and the perpetual portion of the pension assigned to the family should descend only to a representative in the direct male line of Azim Jah. Authority was not given to adopt in case of failure of male issue, but the succession was in the

first instance to be to the four sons of Azim Jah in such order as he might nominate. After the decease of the four sons the Government of India were to select, subject to the approval of Her Majesty the Queen, one of the lawful grandsons in the male line of descent from Azim Jah so that the succession should be to the person who, for the time being, was the eldest lawful male heir in the male line of the person last possessed of the title, etc. (No. X). Azim Jah died in January 1874, and was succeeded by his son, Zahir-ud-Daula, who was made a Knight Grand Commander of the Star of India and granted a personal salute of 15 guns, on the occasion of the Delhi Darbar held on the 1st January 1877. He died on the 16th June 1879, and was succeeded by his half-brother, Ahmad-ulla (Intizam-ul-mulk), who died in 1889. He was the last surviving son of Azim Jah, the third son having died in 1881, and the youngest, Muazzaz-ud-Daula, in 1884. On the death of Ahmad-ulla, Muhammad Munawar, Khan Bahadur, the eldest son of Muazzaz-ud-Daula, was selected as the head of the Carnatic family, and was appointed to be Prince of Arcot. He was not styled His Highness, nor granted a salute. He was made a Knight Commander of the Indian Empire on the 22nd June 1897. He died on the 3rd January 1903 at Delhi, and was succeeded by his eldest son, Ghulam Muhammad Ali Khan Bahadur, who was born in 1882. The latter was nominated a member of the Madras Legislative Council in 1904.

Act XXXVII of 1858 conferred certain personal privileges, in respect of liability to civil suit and other matters, upon specified members of the Carnatic family.

Act XX of 1873 was passed to continue certain privileges and immunities then enjoyed by Prince Azim Jah Bahadur, as Prince of Arcot, to his sons on succeeding to the title. The Act ceased to be in force on the death of the last son, Ahmad-ulla.

No. I.

ARTICLES of a PROVISIONAL TREATY concluded and agreed on between us THOMAS SAUNDERS, ESQ., PRESIDENT for the HONORABLE ENGLISH COMPANY on the coasts of COROMANDEL and ORIXA, GOVERNOR of FORT ST. GEORGE, &c., and CHARLES ROBERT GODEHEU, ESQ., COMMISSARY for HIS MOST CHRISTIAN MAJESTY, COMMANDER GENERAL of all the SETTLEMENTS of the FRENCH COMPANY on both sides the CAPE of GOOD HOPE and at CHINA, PRESIDENT of all the COUNCILS there established, and DIRECTOR GENERAL of the INDIA COMPANY of FRANCE—1754.

ARTICLE I.

The two Companies, English and French, shall renounce for ever all Moorish government and dignity and shall never interfere in any difference that may arise between the princes of the country.

All places, except those which shall be stipulated in the definitive Treaty to remain in the possession of the two aforesaid nations, French and English, shall be delivered up to the Moors.

ARTICLES du TRAITÉ CONDITIONNEL conclu et arrêté entre nous, THOMAS SAUNDERS, ECUYER, et PRÉSIDENT pour L'HONORABLE COMPAGNIE ANGLOISE sur les côtes de COROMANDEL et d'ORIXA, GOUVERNEUR du FORT ST. GEORGE, &C., et CHARLES ROBERT GODEHEU, ECUYER, COMMISSAIRE pour sa MAJESTÉ très CHRÉTIENNE, COMMANDANT GÉNÉRAL de tous les établissements de la COMPAGNIE FRANÇOISE tant en deçà qu'au delà du Cap de Bonne Espérance, et à la CHINE, PRÉSIDENT de tous lés CONSEILS y établis, DIRECTEUR GÉNÉRAL de la COMPAGNIE des INDES de FRANCE.—1754.

ARTICLE I.

Les deux Compagnies, Angloise et Françoise, renonceront à jamais à tout gouvernement et dignités Maures, et ne se mêleront jamais dans tous les différents qui pourroient survenir entre les princes du pays.

Toutes places, excepté celles qui seront dénommées dans le Traité définitif pour rester en la possession de chacune des dites deux nations, Françoise et Angloise, seront rendues aux Maures.

ARTICLE 2.

In the Tanjore country the English shall possess Devicottah and the French Karical, each with their present districts.

ARTICLE 3.

On the Coromandel coast the French shall possess Pondicherry, the districts of which are to be specified in the definitive Treaty. The English shall possess Fort St. George and Fort St. David, with the districts likewise to be specified.

The French shall form a limited settlement the situation of which shall be chosen between Nizampatam and the river of Gondecama exclusively, as an equivalent for the difference there is between Devicottah and Fort St. David together compared with Karical.

Or else,

The districts of Pondicherry shall be made equal to those of Fort St. George and Fort St. David together, and in this case the French shall abandon the *point d'appuy* proposed above.

The alternative shall be left to the determination of the two Companies.

ARTICLE 4.

Masulipatam and Divy shall be neuter, leaving to the two Companies the choice of making a partition.

Each nation shall have a house for commerce at Masulipatam, with an equal number of soldiers to guard it, in case this town should remain neuter. Divy shall be delivered to the English if the French reserve Masulipatam, and if the French keep Divy the English

ARTICLE.

Dans le pais du Tanjore, les Anglois posséderont Divycotté et les François Kareikal, chacun avec leurs districts présents.

ARTICLE 3.

Sur la côte Coromandel les François posséderont Pondicherry dont les districts doivent être spécifiés dans le Traité définitif. Les Anglois posséderont le Fort St. George et le Fort St. David, avec les districts qui doivent pareillement être spécifiés.

Les François formeront un établissement limité dont le lieu sera choisi entre Nizzampatam et la rivière de Gondekama exclusivement comme un équivalent de la différence des possessions de Divycotte et du Fort St. David joints ensemble avec Kareikal.

Ou bien,

Les districts de Pondicherry seront rendus égaux avec ceux du Fort St. George et du Fort St. David ensembles, et en ce cas les François abandonneront le Point d'appuy proposé cy dessus.

L'alternative sera laissée à la décision des deux Compagnies.

ARTICLE 4.

Masulipatam et Divy seront neutres, laissant aux deux Compagnies le choix de les partager.

Chaque nation aura une maison pour leurs affaires à Masulipatam avec un nombre égal de soldats pour la garder au cas que cette ville soit décidée neutre. On remettra Divy aux Anglois, si les François se reservoient Masulipatam, et i les

shall have Masulipatam. In these two last cases equal districts shall be annexed to the possessions.

ARTICLE 5.

The navigation of Narsapore river shall be free. The English may carry their settlement upon the banks of the said river or keep Bandermalunka, but they shall possess only one of those two places; the French shall have a settlement on the same river. The districts shall be equal between the two nations.

ARTICLE 6.

The entrance of Ingeram river shall be free, neither the French nor the English shall possess the islands of Coringè and Yellacatipa. The English shall have their factory at Suncrapollam with its districts, and a warehouse at Nellepelly, the fortifications of which shall be razed.

The French shall have their factory at Yanam with districts equal to those of Suncrapollam, and they shall be at liberty to have a warehouse on the *terrá firmá* in case they judge it necessary for the convenience and ease of their trading business.

ARTICLE 7.

In the Chickacul country as the English have Vizagapatam, the French may settle a factory where they please to the southward of Pondemarka or the northward of Bimlipatam, whether at Ganjam or Mafousbender, on an equality with Vizagapatam.

ARTICLE 8.

These conditions accepted on both sides, although they are not to be a law for a definitive Treaty in Europe,

François gardent Divy les Anglois auront Masulipatam; dans ces deux derniers cas, ces possessions seront annexées de districts égaux.

ARTICLE 5.

La navigation de la rivière de Narzapour sera libre. Les Anglois pourront porter leur établissement sur les bords de cette rivière ou garder Bandermalanka, mais ils ne posséderont qu'un de ces deux endroits. Les François auront un établissement sur cette méme rivière, les districts seront égaux pour les deux nations.

ARTICLE 6.

L'entrée de la rivière d'Ingeram sera libre. Ny les François ny les Anglois n'occuperont les Isles de Coringè et d'Yella catipa. Les Anglois auront leur comptoir à Suncrapollam avec ses districts, et un magazin à Nellepelly, dont les fortifications seront razées.

Les François auront leur comptoir à Yanaon avec ses districts égaux à ceux de Suncrapollam, et il leur sera libre d'avoir sur la terre ferme un magazin, en cas qu'ils le jugent nécessaire pour la commodité et la facilité de leurs opérations de commerce.

ARTICLE 7.

Dans le pais de Chikakol, les Anglois ayant Viziagapatam, les François pourront établir un comptoir où bon leur semblera au sud de Pondemarka ou au nord de Bimelipatam, soit à Ganjam ou à Mafousbander, sur un pied d'égalité avec Viziagapatam.

ARTICLE 8.

Ces conditions reçues de part et d'autre, quoiqu'elles ne doivent pas faire loy pour un Traité définitif en

they shall nevertheless produce a truce between the two nations and their allies until news is received in India of the answers made in Europe concerning this agreement, which answers we promise *bonâ fide* to communicate to each other as soon as they shall be arrived by the ships of either nations.

ARTICLE 9.

Neither nation shall be allowed to procure during the truce any new grant or cession or to build forts for the defence of new establishments. It shall only be lawful to rebuild and repair the fortifications now subsisting in the establishments they possess at this time, in order to prevent their entire ruin.

ARTICLE 10.

Until the arrival of answers from Europe to these Articles, which shall be transmitted thither by the first ships to be despatched, to be submitted to the decision of the two Companies under the pleasure and approbation of the two crowns, the two nations shall not proceed to any cession, retrocession, or evacuation of what they now possess. Every thing being to remain on the footing of *uti possidetis*.

ARTICLE 11.

With regard to the indemnification the two nations may expect for the expenses of the war, this Article shall be amicably adjusted in the definitive Treaty.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

Europe, cependant elles auront pour effet une trève entre les deux nations et leurs alliés, jusqu'à ce qu'on soit instruit dans l'Inde des réponses faites d'Europe touchant cet accord : lesquelles réponses nous promettons *bonâ fide* de nous entre communiquer dès qu'elles seront arrivées par les vaisseaux de l'une ou l'autre nation.

ARTICLE 9.

Il sera défendu aux deux nations d'acquérir pendant la trève aucune nouvelle concession ou cession de bâtir des forts pour la défense de nouveaux établissements. Il sera seulement permis de réédifier et réparer les fortifications actuellement sur pied dans les établissements qu'ils possédent maintenant, et cela pour empêcher leur ruine entière.

ARTICLE 10.

Jusqu'à l'arrivée des réponses d'Europe sur ces Articles lesquels y seront envoyés par les premières vaisseaux à partir, pour y être soumis à la décision des deux Compagnies sous le bon plaisir et l'approbation des deux couronnes, les deux nations ne procéderont point à aucune cession, rétrocession, ou évacuation de ce qu'elles possédent maintenant : toutes choses devant demeurer dans les termes *uti possidetis*.

ARTICLE 11.

Quant aux dédommagements que les deux nations pourroient prétendre pour les frais de la guerre, cet Article sera terminé à l'amiable dans le Traité définitif.

Fait à Pondichery le vingt sixième jour de Decembre, mil sept cent cinquante quatre.

L. S. GODEHEU

ARTICLES and STIPULATIONS of a TRUCE concluded between us, THOMAS SAUNDERS, ESQUIRE, PRESIDENT for the HONOURABLE ENGLISH COMPANY on the coasts of COROMANDEL and ORIXA, GOVERNOR of FORT ST. GEORGE, &c., and CHARLES ROBERT GODEHEU, ESQUIRE, COMMISSARY for his MOST CHRISTIAN MAJESTY, COMMANDER GENERAL of all the settlements of the FRENCH COMPANY on both sides the CAPE of GOOD HOPE and at CHINA, PRESIDENT of all the COUNCILS there established, DIRECTOR GENERAL of the INDIA COMPANY of FRANCE, in virtue of a Provisional Treaty which we have signed the same day to promote the re-establishment of tranquillity in this part of India.

ARTICLE 1.

To take place on the 11th January 1755, the day of the expiration of the suspension of arms proclaimed the 11th October 1754, all hostilities shall cease between the English and French.

ARTICLE 2.

During this truce, which shall be in force until we are informed in India of the answers made in Europe concerning the said provisional Treaty, the

ARTICLES et CONVENTIONS d'une TRÈVE conclue entre nous, THOMAS SAUNDERS ECUYER, et PRÉSIDENT pour L'HONORABLE COMPAGNIE ANGLOISE sur les côtes de COROMANDEL et D'ORIXA, GOUVERNEUR de FORT ST. GEORGE, &c., et CHARLES ROBERT GODEHEU, ECUYER, COMMISSAIRE pour sa MAJESTÉ très CHRÉTIENNE, COMMANDANT GÉNÉRAL de tous les établissements de la COMPAGNIE FRANÇOISE tant en deçà qu'au delà du CAP de BONNE ESPÉRANCE et à la CHINE, PRÉSIDENT de tous les CONSEILS y établis, DIRECTEUR GÉNÉRAL de la COMPAGNIE des INDES de FRANCE, en vertu d'un Traité conditionnel que nous avons signé le même jour pour parvenir à rétablir la tranquilité dans cette partie de l'Inde.

ARTICLE 1.

A compter du IIe Janvier 1755, jour de l'expiration de la suspension d'armes proclamée IIe le Octobre de 1754 tout acte d'hostilité cessera entre les Anglois et les François.

ARTICLE 2.

Pendant la durée de cette trève qui aura lieu jusqu'à ce qu'on ne soit instruit dans l'Inde des réponses faites d'Europe touchant le di:

troops of the two nations, French and English, shall not act against each other either as principals or auxiliaries.

ARTICLE 3.

The two nations, English and French, engage to oblige their allies to observe all that is stipulated for the accomplishment of the truce by virtue of the Treaty, and whoever shall dare to infringe it shall be reputed a common enemy and shall be reduced to good order by the force of arms.

ARTICLE 4.

If either of the two nations, French or English, or their auxiliary troops or allies, shall commit any act of hostility, possess themselves of any place, or any one shall cause any damage to another during the said truce, both oblige themselves to make reparation proportionable to the damage and to the entire restitution of whatever shall be taken.

ARTICLE 5.

If the allies or other troops in the pay of either nation shall be guilty of any act of hostility or commit any pillages in the territories whereof either nation is now in possession, it shall be lawful for both nations to repulse their insults by force, by which the injured nation shall not be deemed to have infringed the present agreement.

ARTICLE 6.

If the allies or auxiliary troops of either nation shall take up arms and

Traité conditionnel, les troupes des deux nations, Françoise et Angloise, n'agiront les unes contre les autres ny comme parties principales ny comme auxiliaires.

ARTICLE 3.

Les deux nations, Angloise et Françoise, s'engagent à obliger leurs alliés à observer tout ce qui est stipulé pour l'accomplissement de la trève, en vertu du Traité, et quiconque osera l'enfreindre sera reputé l'ennemi commun, et sera forcé par la voye des armes à rentrer dans le bon ordre.

ARTICLE 4.

Si aucune des deux nations, Françoise et Angloise, ou leurs troupes auxiliaires ou alliés, commettoit quelque acte d'hostilité, s'emparoit de quelque place, ou que l'une causat quelque dommage à l'autre pendant la dite trève, toutes deux s'obligent à des réparations proportionnées au dommage et à l'entière restitution de ce qui aura été pris.

ARTICLE 5.

Si les alliés ou autres troupes à la solde de l'une ou de l'autre nation commettent quelque acte d'hostilite, ou exercent des pillages sur les terres dont l'une et l'autre nation sont en possession actuellement, il sera libre à l'une et à l'autre de repousser leurs insultes par la force, sans que pour cela la nation offensée puisse être sensée avoir contrevenu au présent accord.

ARTICLE 6.

Si les alliés ou troupes auxiliaires de l'une et de l'autre nation prenoi-

insult the countries of which the nation they are allied to is now in possession, in this case the two nations shall assist each other against this enemy, who shall thereby become the common enemy of both.

ARTICLE 7.

The troops of the two nations shall be employed during this truce in the care of their present establishments and possessions. They may be transported freely and without any difficulty from one place to another at the pleasure of the Governors General, Commanders, etc., of each nation, and all persons actually under the protection of either flag may likewise go and come at pleasure without being molested either in their effects or persons.

ARTICLE 8.

Trade shall be free throughout the Carnatic and in all the countries to the northward of the Coromandel coast for the two contracting nations; they may fetch merchandizes from all the places in the dependence of each other and transport them freely without any restraint through the respective jaghires and territories.

ARTICLE 9.

All common enemies or the particular enemies of either nation who shall come to attack the English and the French in their present possessions and trouble the tranquillity which is to reign in India, shall be repulsed by the united force of the two nations, French and English.

ent les armes, ou insultoient les pays dont la nation avec laquelle ils seroient liés est actuellement en possession, en ce cas les deux nations se prêteront secours et assistance pour s'opposer à cet ennemi qui deviendroit alors commun à toutes les deux.

ARTICLE 7.

Les troupes des deux nations seront employées pendant cette trève à la garde de leurs établissements et possessions présentes, elles pourront être transférées sans nulle difficulté et librement d'un endroit dans un autre suivant la volonté des Gouverneurs Généraux, Commandants, &c., de chaque nation, et toutes personnes actuellement sous la protection de l'un ou de l'autre pavillon pourront également aller et venir ou bon leur semblera sans être inquiètes ny en leurs biens ny en leurs personnes.

ARTICLE 8.

Le commerce sera libre dans tout leCarnatte et dans tout le pays du nord de la côte Coromandel pour les deux nations contractantes, elles pourront tirer des marchandises de tous les endroits dépendants de l'un on de l'autre, et les faire transporter librement sans aucune restriction quelconque au travers des jagirs, et terres respectives.

ARTICLE 9.

Tous ennemis communs ou les ennemis particuliers de l'une ou l'autre nation qui viendront attaquer les Anglois et les François dans leurs possessions actuelles et troubler la tranquilité qui doit regner dans le pays de l'Inde, seront repoussés par la force des armes réunies des deux nations Françoise et Angloise.

ARTICLE 10.

As soon as the truce is proclaimed, the mutual exchange of prisoners shall be set about, man for man, and means shall be resolved on for the ease of those which shall not be exchanged.

ARTICLE 11.

Commissaries shall be appointed on both sides to examine into the infringements committed by each party or their auxiliary troops or allies, and settle the restitution to be made of all the places taken during the truce against the tenour of the suspension of arms, as likewise of all that may have been taken from them by the said auxiliary troops, in merchandizes, effects, money, &c., &c.; further to settle in a fixed method for a guide during the whole time of the truce, all the names and the extent of every country, pergunnah, and village, under the power and in the possession of the two nations, English and French.

ARTICLE 12.

It is agreed that whenever in the course of the truce any complaint shall be made by either of the said nations of an infringement of the 4th article, the said Commissaries on each side appointed shall certify and examine the fact that justice may be done accordingly to the injured nation, either by restitution or reparation, according to the nature of the injury received.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

ARTICLE 10.

Aussitôt la trève proclamée, on travaillera à l'échange mutuel des prisonniers à nombre égal, et on se déterminera sur les moyens de soulager ceux qui ne seront point échangés.

ARTICLE 11.

Il sera nommé de part et d'autre des Commissaires pour examiner les contraventions arrivées de part d'autre ou par les troupes auxiliaires, ou alliés, et faire rendre toutes les places prises pendant la tréve contre la teneur de la suspension d'armes comme aussi de ce qui pourroit leur avoir été enlevé par les dites troupes auxiliaires, en marchandises, denrées argent, etc., mais encore pour convenir d'une manière stable pour tout le temps de la trève des noms., et de l'étendue de tous les pais, terres, paraguanas et aldées qui sont au pouvoir des deux nations, Angloise et Françoise.

ARTICLE 12.

Il a été convenu que dès qu'il aura été formé pendant le cours de la trève quelques plaintes par l'une des dites deux nations contre la teneur de l'Article 4, les dits Commissaires nommés de part et d'autre vérifieront et examineront le fait pour y être en suite fait droit envers la nation lézée, soit par restitution, soit par dédommagement suivant la nature du tort qu'elle aura souffert.

Fait à Pondichery le vingt sixième jour de Decembre, mil sept cent cinquante quatre.

L. S. GODEHEU.

ADDITIONAL ARTICLES and STIPULATIONS to the foregoing TRUCE.

ARTICLE 1.

If any nation should attempt to erect a settlement within the bounds of the present possessions of either of the two Companies, both English and French shall jointly oppose and hinder any such undertaking.

ARTICLE 2.

The custom houses and inncans shall remain on the same footing as before the war, and no alteration shall be made in the duties paid on the importation and exportation of goods of the produce or manufacture of the coast.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

ARTICLES pour être ajoutés à ceux du TRAITÉ de TRÈVE.

ARTICLE 1.

Si quelque nation entreprenoit de former un établissement dans l'étendue des présentes possessions de l'une ou de l'autre Compagnie François et Angloise, les Anglois et les François se joindront pour s'y opposer et empêcher toute enterprise semblable.

ARTICLE 2.

Les douanes et inncans demeureront sur le même pied qu'elles étoient avant la guerre il ne sera point fait d'innovations dans les droits payés sur l'importation ou l'exportation des marchandises de fabrique ou du crû du pays.

Fait à Pondichery le quatrième jour du mois de Janvier, mil sept cent cinquante quatre.

L. S. GODEHEU

NO. II.

SUNNUD from the NAWAB of ARCOT, 1763.

SUNNUD from the NAWAB for the seven MAGANS, belonging to the CIRCAR of HEWALEE TRIPASORE, situated in the PAYEN GHAT, and dependent upon the SOUBAH of ARCOT.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and others, inhabitants of the said Magans, that in consideration of the great services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always remaining in future in alliance with and supporting myself and sons, I have

given and made over to them in jaghire the said seven Magans, as hereunder mentioned, computed value thereof being sixteen thousand nine hundred and forty-four Pagodas, fifteen annas (16,944-15), exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, and enamdars: you are therefore hereby strictly ordered to live in due obedience to the said English East India Company, to pay them the money due at the fixed and stated times, and in every respect to look upon them as myself.

	Pagodas.	A.
Cotambauc Magan contains fifteen villages, computed value is	2,590	3
Polle Magan contains eighteen villages, amounting to	1,933	15
Poroor Magan contains fifteen villages, amounting to	2,797	14
Tinnenoor Magan contains fourteen villages, amounting to	1,923	11
Pullaverum Magan contains twenty-two villages, amounting to	3,400	12
Utteput Magan contains three villages, computed value	3,520	0
Ummerumbaree Magan contains fourteen villages, amounting to	1,708	11
Total villages in the seven Magans one hundred and one, amounting to	17,875	2
Deduct four for the shoterums and enams	930	15
There remains to the Company ninty-seven villages, total value Pagodas	16,944	15

Dated the 16th October 1763.

NAWAB'S SUNNUDS for the CHINGLEPUT DISTRICT.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and others, inhabitants of the district of Chingleput, belonging to the said Circar, and depending upon the Soubah of Arcot, for and in consideration of the many services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always in future remaining firm in alliance with and supporting myself and sons, I have given and made over to them in jaghire the said district of Chingleput, as hereunder mentioned, the computed value thereof being ninty-eight thousand two hundred and thirty-two Pagodas, four and a half annas (98,232-4½) exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, enamdars, and the fort of Chingleput.

The rest runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Chingleput Magan contains one hundred and twelve villages, amounting to	20,717	15½
Wurrungput Magan contains twenty-five villages and a half, amounting to	10,479	13
Triccusgonedum Magan contains one hundred and seventy-eight villages, computed value	53,404	15½
Wellanghum Magan contains thirty-two villages, computed value	9,016	2
Total villages three hundred forty-seven and a half, computed value	93,831	13
Duties and customs, amounting to	4,400	7½
Total value, Pagodas	98,232	4½

The Sunnud for Covelong, *alias* Siandel-Bender, excepts the Mint; the rest runs the same as that for the seven Magans; the computed value seventeen thousand five hundred and twelve Pagodas nine and a half annas (17,512-9½). Covelong contains fifty-four villages; total value of the district 17,512-9½.

Munnemungul pergunnah, belonging to the Circar of Chingleput, amounting to eighteen thousand five hundred and sixty-nine Pagodas, fourteen annas (18,569-14).

	Pagodas.	A.
The Sunnud for it runs in the same manner as that for the seven Magans and contains eight villages, value	5,503	2
Purcœpan contains nineteen villages, value	3,305	2
Pillœpanc contains eighteen villages, computed value	1,450	0
Oonan contains seventeen villages, computed value	5,297	8
Werregeerum contains twenty villages, computed value	2,910	8
Total villages in this pergunnah 82, computed value ...	18,466	14
1 shoterum deducted ...	430	2
Remains ... ... 81, computed value ...	18,036	12
Duties and customs, valued at	533	2
Total value of the district, Pagodas ...	18,569	14
Poneer pergunnah, belonging to the Tripasore Circar, valued at seventeen thousand nine hundred and eighty-seven Pagodas ...	(17,987)	
The Sunnud the same as that for the seven Magans.		
Poneer Magan contains eleven villages, computed value ...	919	8
Chinnecanmunna Magan contains fourteen villages, computed value	947	0
Ursoor Magan contains eight villages, computed value ...	1,786	4
Poombauc Magan contains five villages, computed value ...	1,552	12
Jucllloor Magan contains five villages, computed value ...	1,614	4
Trippaulewannum Magan contains twenty-four villages, computed value	1,385	12
Perrumbere Magan contains six villages, computed value ...	1,487	0
Cantoor Magan contains eight villages, computed value ...	1,922	0
Walloor Magan contains thirteen villages, computed value ...	599	0
Cautpillee Magan contains three villages, computed value ...	365	13
Meegoor Magan contains nine villages, computed value ...	1,205	3
Chodeewurrum Magan contains twenty-one villages, computed value	1,214	4
Aumoor Magan contains ten villages, computed value	1,346	12
Pedmulwauil Magan contains seven villages, computed value ...	600	12
Total villages in the pergunnah, one hundred and forty-five, computed value	18,557	8
Deduct the shoterums and jaghires, three	1,424	8
Remains to the Company one hundred and forty-two	17,133	0
Duties and customs	854	0
Total value of this district, Pagodas ...	17,987	0

The Sunnud for the Chiccutcoota pergunnah, in the Tripasore Circar, runs in the same manner as that for the seven Magans, and contains three villages, computed at four thousand and fifty Pagodas (4,050).

Hewalee Tripasore pergunnah, belonging to the same Circar, computed value thereof thirty-three thousand five hundred and sixty-four Pagodas, eight annas (33,564-8). The fort of Tripasore is excepted in the Sunnud. The remainder is the same as that for the seven Magans.

	Pagodas.	A.
Hewalee Tripasore contains ten villages, computed value	949	15
Poolerumbauc contains ten villages, computed value	996	4
Woddœcarroe Magan seven villages, computed value	1,527	15
Yerrioor Magan five villages, computed value	207	0
Mujoor Magan nine villages, computed value	1,227	6
Pirrenoor Magan nine villages, computed value	1,395	2
Wengul five villages, computed value	889	14
Punnœpauc Magan three villages, computed value	736	8½
Paulwade Magan twelve villages, computed value	1,604	1
Tunneercolum twelve villages, computed value	1,821	8
Teeroor fifteen villages, computed value	2,468	11
Yeccautoor Magan ten villages, computed value	885	5
Neeweeloor Magan nine villages, computed value	2,250	12
Colerumbauc Magan eight villages, computed value	1,066	0½
Muddrœmunglum Magan thirteen villages, computed value	2,965	3
Coteeoor Maganten villages, computed value	772	12
Muppade Magan six villages, computed value	762	6
Chettren Magan twelve villages, computed value	1,360	7
Wullum Magan five villages, computed value	1,353	0
Moodechoor six villages, computed value	1,252	0
Ullechullee	90	0
Yerreemutpollum fourteen villages, computed value	3,058	0
Total villages 191, computed value	28,641	2
Deduct shoterum 1	34	0
Remains villages 190	28,607	2
Duties and customs amounting to	4,957	6
Total value of this district to the Company, Pagodas	33,564	8

Pedduppollum pergunnah, belonging to the Conjerveram Circar, amounting to twelve thousand four hundred and eleven Pagodas and six annas. The

Sunnud for the pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Peddappollum contains nine villages, computed value	1,438	9½
Arnee Magan contains ten villages, computed value	1,429	5
Nellerumban Magan contains eighteen villages, computed value ...	1,135	13
Parewauil Magan contains five villages, computed value ...	1,477	10
Cunderepade Magan contains four villages, computed value ...	1,621	12
Wurreemuddra Magan contains nine villages, computed value ...	675	12
Malemaugham Magan contains seventeen villages, computed value	1,024	13
Chinnumbade Magan contains eight villages, computed value ...	3,092	8
Total villages ... ... 80, computed value ...	11,896	2½
Deduct shoterum ... 1	3	6
Remains ... ... 79 amounting to ...	11,892	12½
Duties and customs	518	9½
Total value of this district to the Company, Pagodas ...	12,411	6

Perrumbauc pergunnah, belonging to the Conjeveram Circar, amounting to five thousand one hundred and ninety-seven Pagodas and one anna. The Sunnud for this pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Perrumbauc contains twenty-six villages, computed value ...	5,197	1

Saliwauck pergunnah, belonging to the Conjeveram Circar, amounting to nineteen thousand and ninety-one Pagodas and eleven annas. This Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Saliwauck contains seventy villages, value...	18,677	1
Duties and Customs amount to	414	10
Total value of this district ...	19,091	11

Ootremaloor pergunnah, belonging to the Circar of Conjeveram, computed value twenty thousand nine hundred and eighty-five Pagodas thirteen annas. The Sunnud for the pergunnah is the same as that for the seven Magans.

	Pagodas.	A.
Ootremaloor contains sixty-two villages, computed value ...	19,568	11
Customs and duties,...	1,417	12
Total value of this district ...	20,985	13

Seeva, or Great Conjeveram pergunnah, belonging to the same Circar, computed value eleven thousand nine hundred and eighty-four Pagodas and one anna. This Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Conjeveram contains twenty-six villages, computed value ...	5,137	0
Pootaree Magan contains thirty-one villages, computed value ...	2,933	4
Goindewanddee Magan contains fourteen villages, computed value	1,778	7
Conereecoopum Magan contains eleven villages, computed value...	1,879	3
Pooleloor Magan contains six villages, computed value ...	796	8
Total villages ... ... 86, computed value ...	12,524	6
Deduct shoterums and enams ... 5	2,474	10
Remains 81	10,049	12
Customs	1,934	5
Total value of this district to the Company, Pagodas ...	11,984	1

Vista, or Little Conjeveram pergunnah, belonging to the Conjeveram Circar, computed value eighteen thousand nine hundred and fifty Pagodas and fourteen annas. The Sunnud the same as that for the seven Magans.

	Pagodas.	A.
Conjeveram contains fifteen villages, computed value	1,107	10
Jyumpaint Magan contains fourteen villages, amounting to ...	2,446	10
Cheewurru m Magan contains four villages, amounting to ...	1,547	9
Aureepauc Magan contains ten villages, computed value ...	1,290	2
Jyumgolum Magan contains ten villages, computed value ...	1,304	5½
Cholimbare Magan contains three villages, computed value ...	1,701	0
Tirapagoodee Magan contains nine villages, amounting to ...	1,468	10½
Nutteepeute Magan contains eight villages, computed value ...	1,523	6
Tinaree contains thirty-two villages, computed value	1,504	15
Terrimandelpauc Magan contains six villages, computed value ...	471	8
Total villages ... ... 111, computed value ...	14,365	13
Deduct shoterum and enams... 3	628	5
Remains villages... ... 108, computed value ...	13,737	8
Customs	5,213	6
Total value of this district to the Company, Pagodas ...	18,950	14

Carongoly pergunnah, belonging to the Conjeveram Circar (as far as is given to the Company), is computed at fifty-three thousand six hundred Pagodas and five annas.

The Sunnud mentions Muddenunt and other head Magans, situated on this side the river Marcawn, and excepts the forts of Carongoly, Allumporva,

with the mint there. The remainder runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Muddenunt Magan contains thirty villages, computed value ...	1,892	7
Moorepauc Magan contains nine villages, computed value ...	1,510	1
Urrumbelloor Magan contains six villages, computed value ...	1,841	8
Perrembarree Magan contains thirteen villages, computed value ...	673	0
Wellaungar Magan contains ten villages, computed value ...	350	13
Kinepancum Magan contains nine villages, computed value ...	1,397	2
Perricaurna Magan contains nine villages, computed value ...	766	7
Urreeunnoor Magan contains five villages, computed value ...	358	6
Chengantoor Magan contains five villages, computed value ...	584	12
Soowenambut and Willewauc	2,397	4
Pootenacote Magan contains thirteen villages, computed value ...	1,004	11
Coowuttoor Magan contains nine villages, computed value ...	2,552	8
Yerrumbare Magan contains seven villages, computed value ...	509	12
Chawor Magan contains three villages, computed value ...	3,944	1½
Wurtee Magan contains seven villages, computed value ...	532	14
Pulleeput Magan contains four villages, computed value ...	1,000	8
Miyoor contains three villages, computed value	1,200	12½
Boodoor Magan contains five villages, computed value ...	1,336	14½
Tinneloor Magan contains twenty-one villages, computed value ...	2,629	0
Moorecumbauc Magan contains ten villages, computed value ...	1,739	14
Muddeecumbauc Magan contains twelve villages, computed value ...	898	12
Chittauracurna Magan contains five villages, computed value ...	376	2
Weddaulee Magan contains seven villages, computed value ...	708	12
Wettoor Magan contains eight villages, computed value ...	636	11
Nullaumoor Magan contains eleven villages, computed value ...	1,750	8
Ugirawauc Magan contains twenty-one villages, computed value ...	2,659	11
Pillanpoor Magan contains eight villages and a half, computed value	4,895	4
Pulliyennor Magan contains fourteen villages, computed value ...	3,964	4
Timmanporum Magan contains nine villages, computed value ...	902	12
Willeecaur Magan contains twenty-four villages, computed value ...	2,603	9½
Codoor Magan contains eighteen villages, computed value ...	623	7
Culleconum Magan contains twenty-six villages, computed value ...	2,154	10
Yerracanluar Magan contains twenty villages, computed value ...	3,823	10
Pullumbauc Magan contains eleven villages, computed value ...	951	9
Total villages on this side the river Marcawn three hundred and seventy and a half, computed value	55,146	12
Deduct shoterums, enams, and jaghires, twenty-one ...	4,948	12
Remains villages three hundred and forty-nine, computed value ...	50,198	0
Duties and customs	3,402	5
Total value of the district to the Company, Pagodas ...	53,600	5

Cavantandelum pergunnah, belonging to the Wandevash Circar, situated in the Carnatic Payen ghat, etc., computed value seventeen thousand and fifty-three Pagodas, nine annas. The Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Cavantandelum contains twenty-two villages, computed value ...	10,826	12
Willecanoor contains twenty villages, computed value ...	3,059	9
Hussoor contains twenty-five villages, computed value ...	3,167	4
Total villages 67, computed value Pagodas	17,053	9

Chinnamanaikpollum village, in the Frewande pergunnah, belonging to the Waldoor Circar, computed value one thousand and seventy-two Chucrams, eight annas. The Sunnud runs in the same manner as that for the seven Magans.

	Chucrams.	A.
Chinnamanaikpollum	1,072	8

Nuddeput village, in Vencatempeute pergunnah, belonging to the Waldoor Circar, computed value nine hundred and twenty-seven Chucrams, and eight-annas.

	Chucrams.	A.
Nuddeput	927	8

GRANT from the NAWAB of ARCOT for the COMPANY'S JAGHIRE, dated 28th and received the 30th August 1865.

In consideration of the greatness of the friendship subsisting between the Company and me, their kind treatment of me, and the particular regard I bear to you, enclosed I have sent under my great seal a Sunnud for the several places that form the Company's jaghire in which the former and the present grant are included. I have inserted the word *entire or without any exception* also; though I must own at the same time that I see no kind of occasion for the expression, and that my making use of it has been merely out of regard to our friendship. What can I say more?

Be it known to the deesmookees, deespondees, principal inhabitants and husbandmen of the Tripasore, &c., pergunnahs belonging to the Carnatic Payen Ghat and dependent upon the Soubah of Mahomedpoor, *alias* Arcot, that I have appointed and made over to the English East India Company (who have taken great pains and labor in my affairs, are my true friends, and will ever remain firm and steady in alliance with and in supporting myself and sons) the aforesaid pergunnahs, &c., as hereunder expressed by way of jaghire, the revenues of which as entered in the Mogul's books amount to four lakhs four hundred and ninety-four Pagodas, four annas and a quarter

(4,00,494-4¼) and chucrams six thousand and thirty-three (6,033): you, the said deesmookees, &c., must therefore take care to live in due obedience to the said Company and to pay them the proper revenues at the fixed and stated times, as according to their report whether in your praise or dispraise will be our favor or displeasure upon you. Look up on this as an order and comply accordingly.

Computed Revenues as put down in the Mogul's Books.

	Pagodas. As.	Chucrams.	No. of Districts.	No. of Villages.
Madras, customs included	1,200 0	...	1	1
St. Thomas's district, customs included .	6,346 15	...	1	7
Poonamalee district, customs included .	34,840 0½	...	1	231
Trevendapoor	...	26,250 0	1	28

N. B.—The revenues of these four within the circumflex, amounting to Pagodas 42,386-15½, Chucrams 26,250, are mentioned not to be included in the sum of Pagodas 4,00,494-4¼ and Chucrams 6,033, specified in the Sunnud, these being in a prior grant.

Computed Revenues as put down in the Mogul's Books.

	Pagodas. As.	Chucrams.	No. of Mehers or Districts.	No. of Villages.
Tripasore entire, customs included . .	37,177 4	...	1	211
The villages of Cotumbanbe, &c., belonging to the seven Magans, entire . . .	17,450 2	...	1	99
Poneer district entire, customs included .	20,351 0	...	1	150
Chiccutcota district entire, customs included	4,050 0	...	1	3
Peddapollum district entire, customs included	12,414 12	...	1	80
Perrambauc district, entire	6,207 9	...	1	32
Munemungalum district entire, customs included	19,000 0	...	1	81
Ootremaloor district, customs included .	20,985 13	...	1	62
Salliwauc district entire, ditto . .	19,229 11	...	1	71
Seeva, or Great Conjeveram, ditto . .	19,414 6	...	1	99
Bishun, or Little Conjeveram, ditto . .	25,195 12	...	1	133
Cavantandelum district, entire . . .	18,585 2½	...	1	74
Chingleput districts entire, customs included	1,00,446 10	...	1	362½
Siandut Bunder, *alias* Covelong district entire, customs included	17,512 9½	...	1	54
Carongoly ditto, all on this side the river Mercawn entire, customs included . .	62,257 7¼	...	1	387½
Chinnamanaikpollum village, belonging to the Trivedy pergunnah, entire . .	...	1,072 8	1	1
Nuddeput village, belonging to the Vencatompente pergunnah, entire . . .	...	927 8	1	1
Curremundel, &c., villages belonging to the Pullul, entire	216 2	...	1	4

	Pagodas. As.	Chucrams.	No. of Mehers or Districts.	No. of Villages.
Chittamoor, &c., villages belonging to the Tundewullum pergunnah, all that arise on that side the river Mercawn, entire . .	.....	744 8	1	12
Husoor, etc., villages belonging to the pergunnah of the same name, all that are on this side the river Mercawn entire, customs included	.....	3,288 8	1	15
Total amount of the present grants and those of the 16th of October 1763 . . .	4,00,494 4¼	6,033 0	20	1,934
Total amount of the old grants mentioned in the first part	42,386 15½	26,250 0	4	267
GRAND TOTAL .	4,42,881 3¾	32,283 0	24	2,201

Sub-division thereof.

	Pagodas. Ans.	Chucrams. Ans.	No. of Mehers or Districts.	No. of Villages.
By the present grants now	34,430 4¼	4,003 0	...	175
By those of the 16th of October 1763 .	3,66,064 0	2,000 0	20	1,759
By the old grants	42,386 15½	26,250 0	4	267
Pagodas .	4,42,881 3¾	32,283 0	24	2,201

Dated the 21st of the moon Rubee-ul-sanee, in the year of the Hegira 1177, equivalent to the 29th October 1763.

Forms on the back of the Sunnud.

The Serishtadar's letter to the Nawab, informing him of the Sunnuds having been made out for the English East India Company the 16th of October 1763 to the amount of Pagodas 3,66,064 and Chucrams 2,000. Out of the several countries from which that sum arose there were many villages to the value of Pagodas 34,430-4¼ and Chucrams 4,033 (as entered in the Mogul's books) excepted; he requests therefore the Nawab's orders whether a new sunnud for the whole (which he particularises in the same manner

as it is in the Sunnud) should be made out or not? To which the Nawab is said to answer in his own handwriting—"In consideration of the true friendship of the English East India Company and their remaining always in alliance with me, let a Sunnud for the whole jaghire without any exception be made out."

Registered in the Dewan's Office the 21st of the moon Rubee-ool-sanee in the year of the Hegira 1177, equal to the 29th October 1763.

N.B.—This is twice mentioned.

Registered in the Nawab's own Office the same day.

FIRMAUN from the MOGUL, being a confirmation of the NAWAB'S GRANTS to the COMPANY in the CARNATIC—1765.

In these happy times our Firmaun, full of splendour, and worthy of obedience in all, is descended, purporting that whatever formerly has been given by preceding Moguls, or lately by Serajah Dowlah Mahomed Ali Khan from the Circar of the Carnatic, in the parts above Madras, etc., to the high, mighty, etc., etc., English Company: We in consideration of their great pains and services, have, from our throne, the basis of the world *conferred upon* or *confirmed* to them, by way of enam or free gift, without allowing any person whatever any part or share therein; you, therefore, our sons, omrahs, viziers, governors, mootsuddees, for the affairs of the dewanship, mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, exert yourselves in the strengthening and carrying into execution this our most high command, and cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circar, and esteeming them likewise as entirely exempt, free, and safe from all displacing or removal, by no means whatever molest or trouble them, either on account of the demands of the dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the Moon Sophar, in the 6th year of our reign, equal to the 12th of August 1765.

The forms made use of on the back of this Firmaun correspond almost entirely with those on the back of that for the Northern Circars. The Kazzi's attestation is also in the same manner—*See* Volume IX, No. I.

No. III.

REQUISITIONS from the NAWAB WOLLAU JAH and REPLIES from the GOVERNOR-GENERAL IN COUNCIL—1781.

The Requests of the Nawab Wollau Jah from the Governor-General.	*Replies to the Request of His Excellency the Nawab Wollau Jah.*
1st.—Let a Treaty be firmly established between us which may last for ever and be subject to no deviation.	*1st.*—A temporary treaty shall be made subject to the revision and approbation of the Company; and it is hoped it may serve as the basis of another Treaty to be concluded under the orders and instructions of the Company and even with the sanction of the English Parliament, which may endure for ever, and rendered so binding that it shall not be in the power of any individual to break it or to depart from it.
2nd.—I am the hereditary Prince of the Carnatic and of Balla Ghat under Pran Ghat, and am independent of every one, and I have entire right and authority over my country, my children, my family, my servants, and subjects, and have power in the political and domestic administration of my country. This ought to be altogether dependent on me, and let not my friends interfere in it.	*2nd.*—The rights and authority which the Nawab possesses over his country, his children, his family, his servants, and subjects in all the political and domestic administration of his country, we will maintain and support.
3rd.—As the Company and English nation are the protectors of my honor and government, they will act on those points only where the advancement of my interests is concerned.	*3rd.*—Certainly.
4th.—Ten battalions of well-disciplined troops are stationed by me with the Company and are paid by me, let them take nothing from me except the pay of them, and let all the contingent expenses, the batta for their marches and the repairs of the forts be by my consent, and let the accounts of every three months be punctually delivered to me within the sixth month. When	*4th.*—Both the pay of these troops and their batta and contingent expenses, and even the repairs of the forts, if any repairs are necessary, ought undoubtedly to be charged to the Nawab's account, because these are expenses incurred for his own immediate service, and in the time of war must depend upon the Commander-in-Chief of the forces under

peace shall be restored I will discharge the amount regularly, and let the Governor and Council of Madras give me a full receipt, and in time of peace let them assist me with these ten battalions that I may settle the country subject to me and derive some advantage from the expense.

the customary regulations and restrictions. The remainder of this Article is very proper. But it seems strange to us that a claim should be made of this kind, or any doubts implied concerning it.

5th.—Many polygars, notwithstanding that they have met with the greatest favor from me in time of peace, have from their ambitious and rebellious views joined my enemy Hyder Ali, and begun open war; I can therefore never place any reliance upon them or look upon them as deserving of favor. In this case my subjects are to be kept in awe by the punishment of these people, for which assistance is necessary.

5th.—The Nawab is master of his own country and the distributor of justice to his own subjects. This is so clear that it appears as if something more was meant than is expressed in the proposition.

6th.—After peace and alliance is made between me and the English Company, the enemies, the security and the dangers of both will be the same, that is to say, whoever of us suffers an injury, it will be felt by both of us. I therefore wish that the English in India or the King of Great Britain would make a Treaty of peace with the King of France, and let the peace and security of the Carnatic and the rights of my government without the connection of any one, and my power to appoint a successor in the Carnatic, be settled in a solid manner and included in the Treaty.

6th.— In whatever Treaty shall be concluded between the Nawab and the Company it will of course be stipulated that the friends or enemies of either party shall be held as equally the friends or enemies of the other, and their interest, their safety, and their danger the same. Such has been the implied condition of the alliance hitherto subsisting between the Nawab and the Company, although unsupported by any written engagements. Respecting the latter clause of this Article, we are informed by Assam Cawn, the Nawab's dewan, that the Nawab possesses letters from the Company, the King's minister, and the King himself, on the subject of his will, and he has produced copies of those from the King and from the Company, which all express a clear acknowledgment of the Nawab's right to appoint a successor to the government of the Carnatic. It is therefore unnecessary and would be unbecoming in this government to make any provision, even in a

temporary Treaty, for such an event, which we hope is far distant. Such acknowledgments are equivalent to Treaties and of the highest possible authority, and must be binding on all the servants of the Company and on the King's subjects.

7th.—In the garrisons of my forts commandants and pay masters are sent who at the advice of their Dobashes, with a view to profit, lend money to the ryots at an exorbitant interest, and afterwards are pressing for the money and interfere in the government and assist one another, by which great injury is done to my subjects and to myself. Let it be positively ordered that without my permission no one lend money to my subjects, and that for what is past as well as future the interest on all loans be 12 per cent. per annum; and that if any person should act contrary to this and should distress the ryots, I shall complain against him and request his removal, and the Governor and Council of Madras will remove him from his office and appoint another person in his room.

7th.—We are greatly affected that any occasion should have been afforded for such complaints as are stated in this Article. They are no less repugnant to justice than injurious to the English reputation. We are willing to engage on the part of the English Company and of all their dependants that no one under their authority shall be permitted to lend money to any of the Nawab's subjects for the time to come, that it be prohibited in public orders, and that it is equitable that if any person shall act contrary to this prohibition or shall oppress the ryots, the Nawab shall have a right to require his removal, and that the Governor and Council of Madras shall be bound on such requisition to remove him and to bring to a public trial that he may suffer such sentence as shall be due to the degree of the offence if it shall be established against him. But as we conceive that it will be often difficult in cases of this nature to obtain such evidence of the facts as the strict forms of our military laws shall require, and must in every case render the Nawab popularly obnoxious by standing forth as he necessarily must in the character of a prosecutor against the servants of the Company, to whom he ought never to be known but by acts of benevolence, and as the appointment to military commands in his country is intended for his sole benefit and the support of his government and interests, we proceed

8th.—My constant wish has been to discharge the money due to the troops stationed by the Company, and I have always exerted myself for this purpose. From the commencement of my connection I have paid very considerable sums on this account, and on the day that Hyder invaded the Carnatic, I owed the Governor and Council of Madras less than one lakh of Pagodas, which I was in hopes of discharging by receiving bills from the bankers in the country, when in the meanwhile the attack of our enemy began, and I, instead of paying the balance in money to the Company, provided in my country a greater amount than that in rice and bullocks and sheep for the army, besides the stores in my forts, of which there is a large supply in Trichinopoly and a less quantity in Vellore, &c., and what was in those forts which our enemy has taken is in his possession.

Had not my bad destiny produced many obstacles there is no doubt but yet further to declare that the Nawab has just claim to object to the appointment of any person of whom he shall disapprove to any command in his country or to the continuance of any person in any such command against whom he shall have cause of sufficient validity for his own conviction to object, and that in every such case the Governor and Council ought to conform to his objections. But the invariable application of this rule can only be admitted in a time of peace. In a state of actual war it might be productive of dangerous consequences, and the principle on which it is constructed must be therefore in such a season left to the equity of the Governor and Council and the discretion of the Commander-in-Chief of the forces.

8th.—This is just; let the Nawab consent and engage to assign all the revenues of his country during the war without any exception to the Company for the actual support of the war. Let the collections and their assignments be made by his own amils in conjunction with persons appointed by the President and Council of Fort St. George and invested with an authority from him to receive from the amils all the money which shall be collected; and to intercept and seize all sums of money which the amils or others shall attempt to secrete from the districts under their jurisdiction, that the whole may be applied and exclusively appropriated to the service of the war, excepting such sums as the Nawab shall require to be paid immediately to himself for his own and the necessary disbursements of his country; that he will remove and punish such of his amils as shall attempt to elude this regulation,

at this time I should not have been indebted one single Pagoda to the Company.

Of several talooks of the Carnatic, which are still secured from our enemy, the collections are included in the accounts of the Company, but some talooks are assigned to my creditors, and some I have received the peshcush in advance for. Whatever is collected from these mahals let it be expended for the Company, but for the satisfaction of my creditors my friends must be just : as soon as the enemy shall have left my country let the collections of those talooks be given to my creditors in order to pay off their principal agreeable to my engagements with them.

9th.—For several reasons, and from the invasion of my enemy, which are not unknown to my friends, I am greatly distressed, and my subjects are not in a state to suffer me to have any hopes from them. With my exertions and endeavours alone it is difficult to adjust my concerns ; it is necessary that my friends should be just and favourable to me and should assist me in this manner by giving into my hands after the defeat of our enemy the talook of Kurpah and Zeer Ghat and several mahals in Balla Ghat belonging to Carnatic Payen Ghat which are in my country and are my right, and I will maintain in my service 5,000 well disciplined horse for the collections of it,

and that the persons as abovementioned appointed to receive the revenues, as a pledge of their integrity, shall be required to swear that they will be true to the trust reposed in them, and that they neither receive nor permit to be taken, either directly or indirectly, any portion of the revenues, but such as they shall bring to a public account ; that of such talooks as have been assigned to the Nawab's creditors the net sums of the collections shall be received into the Company's treasury for the services of the war as above provided, but carried to the credit of the collection head of the Nawab's creditors to whom they have been assigned, to be hereafter distributed amongst them according to their respective claims. By this arrangement the resources of the Carnatic will be applied as they ought to be to its immediate defence and preservation, and the rights of the creditors will be secured,—and this agreeable to the request which the creditors themselves have formerly made.

9th.—The recovery of the Carnatic from the hands of the enemy must be our first object. That of its dependencies will be the second ; but it will not rest upon our ability. It cannot be made a fixed article of a Treaty. The purposes for which the proposed annexations of Curkapah and Zeer Ghat Gutti and the several mahals in Balla Ghat, which belong to Carnatic Payen Ghat, is professed to be intended, is equally necessary for the service of the Nawab and of the Company, and the future security of their common interests, and therefore must be equally the desire of both.

10th.—The talook of Tanjore, which is my right,. I at a considerable expense, conformable to the rules and practice of Hindostan, took possession of; in this my friends assisted me, for which I returned them thanks. Since that they have at the sole instigation of self-interested people taken it from me by force, which has brought great damage to me, my subjects, and creditors. To this time such is the situation, numbers of my creditors are Englishmen, which is not unknown to you, as I have repeatedly written to you. From that time my right has been given up to a ryot of mine, but no advantage has accrued from it to the Company's concerns, but, on the contrary, he has connected himself secretly with Hyder Ali and the Mahrattas and has refused to supply money and stores, but keeps all his money in Negapatam, a Dutch Settlement. If my friends would act justly and give the talook to me, great advantage would be derived for the Company and my affairs and the views of our enemies would be counteracted, otherwise let the whole collections of Tanjore be appropriated to the payment of the Carnatic army, my public and private debts, and the expulsion of our enemy. Tanjore is a talook of the Carnatic, and let a share of it be assigned to my creditors that they may be quieted and pacified in some degree till my friends in England shall have done me justice; and let the Governor General and Council conformably to their justice and greatness write about this matter which is my right. The Governor General and Council have the administration of affairs of India; if the enquiry into this matter depends on the gentlemen in Europe, it is for the general advantage that they should write about it. I am the friend of the Company; the great weight of debts, the mortgaging

10th.—This Government hath no authority to enquire into the reciprocal claims of the Nawab and the Rajah of Tanjore. These are before a higher and a competent tribunal. We can only require that as the zemindaree of Tanjore is a member of the soubah or province of Carnatic, its resources shall in like manner be primarily, and at this time of common danger be exclusively, applied to the maintenance of the forces employed in the defence and preservation of the whole; that the revenues be taken in assignment and put under a commission similar to that proposed for the rest of the Carnatic, and received and applied in the same manner and for the same purposes. This requisition has been partly made, and shall be repeated in the above forms to the President and Council of Fort St. George. But it will rest with them to conform to it or by rejecting it to take the responsibility of it upon themselves.

my jewels and the sale of them have brought on me a disgrace and distress which the Company never meant to have come upon their old friend.

11th.—Besides the expenses of the Company, the pay of my troops, the native bankers my creditors, the Hindoo and Musselmen securities, I am indebted about 70 lakhs of Pagodas to European creditors, both old and new, and people living under the protection of the Company. When I reflect on the payment of such large sums I am plunged into a sea of distress. Except from the assistance of my friends I can see no release from this heavy load, that having escaped from such anxiety might apply myself to the cultivation of the country and the protection of the ryots. I therefore beg your advice and sentiments on this point, which I request you to give in such a manner as no injury may arise to my concerns and reputation, no detriment to my creditors, and no loss to the Company.

11th.—Our advice is this, that a new adjustment be made of all the Nawab's debts contracted with British subjects without any distinction of old debts, of those of a more recent kind called his consolidated debts, or of others newly contracted but not yet brought to any public account or adjustment; that the interest upon the whole and upon each debt shall be allowed and added to the originial debt to the 25th November 1781 and thenceforward shall cease; that from such debts as have been transferred from the original proprietors by purchase or otherwise a deduction shall be made of 25 per cent. from the whole amount, and the remainder be the sum for which the Nawab shall be finally debited; that the adjustment being made in this manner the sum adjudged to be respectively due to each creditor shall be brought to his separate credit; that Company's bonds with the usual interest shall be granted to each who shall be entitled to a share in the sums received on account of the assigned revenues in the proportion of his respective debt, and in like manner to the creditors for advances made on the security of the public revenue for the sums brought to their account; and that it shall be left to the Nawab, with the concurrence of the President and Council of Fort St. George and the sanction of the Governor General and Council, to appropriate such a portion of the revenues after the conclusion of the war or any period of it which shall admit of such an application of them, as an assignment for the annual payment

of the debt until the whole shall be discharged ; that this plan is recommended both to the Nawab, the President and Council of Fort St. George, and the creditors, and will be transmitted to the Company in the first advices to them from this Presidency.

12th.—If an agreement shall take place accordingly to the abovementioned plan, it will be necessary both for the purpose of rendering it effectual and for preventing the like distresses from falling on the Nawab and individuals in future, that the Nawab shall solemnly engage that he will never hereafter borrow money from the Company's servants or any other British subjects; that the most public notice shall be given that no loans to the Nawab or bonds accepted upon such loans shall be valid or the loans recoverable by any influence or interference of the Company or its representatives ; and the Governor General and Council will engage on their part for themselves, the Company, and their representatives, that no authority of the Company or of the Presidency of Fort St. George shall be employed for the recovery of any debts so contracted.

The Dewan having objected to the passage in the second reply which begins with these words, " But a state of war, etc., " and to all the words following in that Article, it is agreed to omit them and in the place of the preceding words " is incontestible " to substitute these, " we will maintain and support." Syed Assam Cawn having clearly understood and approved of all the replies of the Board with the above amendment, and a literal translation of the same being given to him in the Persian language, he, on the part of his master, agrees to them in every particular, and requests that the following Declaration may be affixed to them for his and for the signature and seal of Mr. Richard Joseph Sulivan, whose name having been joined with Assam Cawn's in the credentials is therefore necessary to the complete ratification of any agreement founded on them.

We, Assam Cawn and Richard Joseph Sulivan, in virtue of full powers granted to us by Nawab Wollau Jah to negociate and conclude a Treaty of

Agreement with the Honourable the Governor General and Council of Bengal, for and on account of the future regulation and management of the affairs of the Carnatic, and in the name and on the behalf of the Nawab Wollau Jah aforenamed, solemnly agree to all the conditions expressed in the preceding replies of the Governor General and Council to the annexed corresponding propositions made by Syed Assam Cawn Bahadoor, on the behalf of the Nawab Wollau Jah aforesaid, and do bind him the said Nawab Wollau Jah and do declare him to be bound to the performance of every thing required to be performed by him in the said replies in the same manner and as fully as if he himself had been present at the execution of this deed and had signed the same, regarding the same in the light of a Treaty executed in the usual form.

In witness whereof we have hereunto set our names and seals to this deed, and have caused it to be written on a paper to which the Nawab Wollau Jah himself hath with his own hand affixed his seal in our presence as a confirmation of his concurrence in whatsoever agreement should be written upon it by us, and of the sanction of his faith pledged for every obligation expressed and implied by it.

We, the Governor General and Council of Bengal, do in the name and on the behalf of the East India Company agree to all the conditions as they are expressed in the above replies made by us to the annexed and corresponding propositions of Syed Assam Cawn Bahadoor, and do solemnly bind ourselves and all the other representatives of the Company to the exact and faithful performance of the same, so far as they are expressed or can be understood to be binding on our parts regarding it in the same light as a Treaty executed in the usual form.

No. IV.

SUNNUD from the NAWAB MAHOMED ALI for the transfer of the revenues of the CARNATIC to the BRITISH GOVERNMENT, DATED 2nd December 1781.

This paper is to have all the force and validity of a Sunnud, and no other instrument is necessary between His Highness the Nawab and the Governor, on behalf of the Company. His Highness empowers the Governor to appoint all renters or amildars to be confirmed by His Highness. The Governor to settle with them for rent. The time of renting to be for three or five years as the Governor shall settle with the renters. Rent not to be inferior to net revenue of His Highness's exchequer in similar circumstances. The orders which His Highness will give shall not affect the revenue. Orders relative to the revenue shall proceed from Lord Macartney alone. Orders from His Highness and from His Lordship to be communicated to each other. His Highness will give usual cowles to the amildars who will be appointed by the

Governor, with the addition of a clause declaring that all moneys are to be paid to the orders of the Governor only. The Governor obliges himself to pay to His Highness the sixth part of the revenue from time to time as the same shall be received by the Governor, and to pay it agreeably to His Highness's orders here or in the respective countries where the same shall be collected, as His Highness shall please to direct. The remaining five parts of the net receipt of the revenue shall be placed to His Highness's credit with the Company. The Governor to furnish receipts to His Highness from time to time for the sums that shall be received on His Highness's account.

His Highness declares that during the period now agreed upon of five years he will not remove or dismiss any renter without the knowledge and consent of the Governor. His Highness also empowers the Governor to regulate and receive all peshcush and all other revenues of the Carnatic: allowance to be made only by the Governor for the amount of His Highness's Sunnuds for giving peshcush for one or two years, granted before the second day of April last. All new Sunnuds to polygars to be given by His Highness and not by the Governor. Such revenues to be so regulated as not to be inferior to the net receipts in similar circumstances. The Governor to pay one-sixth part also of such peshcush and other revenue to His Highness; the remainder to be placed to his credit, as in the case of the amount of rents.

Lord Macartney will please to act conformably to this paper, which is signed and sealed in duplicate, both by His Highness and the Governor, and reciprocally delivered to each other.

Madras, December 2nd, 1781.

A true copy of the translation from the Persian original, signed by Lord Macartney.

(Sd.) J. HUDLESTON,
Secretary.

No. V.

Preliminary Treaty with the Nawab Mahomed Ali, 1785.

Preliminary Articles of Agreement to be entered into between His Highness the Nawab of the Carnatic and the Government of Fort St. George, previous to the surrender of the Assignment, June 1785.

Article 1.

His Highness the Nawab agrees to pay his proportion of the current charges, as stipulated by the Company, to be finally settled by Treaty between

His Highness the Nawab and the Governor and Council of Madras, agreeably to the late orders of the Company, dated the 9th December 1784. Until the exact proportion can be ascertained His Highness consents to consider it at four lakhs of Pagodas per annum.

ARTICLE 2.

His Highness the Nawab will likewise pay twelve lakhs of Pagodas per annum on account of his debts to the Company and private creditors, until those debts are discharged.

ARTICLE 3.

Under the two foregoing Articles, His Highness will pay sixteen lakhs of Pagodas per annum to the Company, who are to be answerable to the private creditors for the proportion allotted to them, according to the payments that shall be made.

ARTICLE 4.

His Highness agrees to give the same security for the above twelve lakhs of Pagodas per annum as is required of him by the Company for his proportion of the current charges.

ARTICLE 5.

In case of any failure in the payment of the kist when it becomes due, or within twenty days afterwards, it is hereby stipulated that the Company may possess themselves of certain districts hereafter mentioned to double the amount of the balance due by the Nawab at the time. When the Company find it expedient, under the conditions agreed on, to have recourse to this security, application must be made to His Highness the Nawab, who will inform the amildar or amildars of the amount of the Company's claim. The Company may exercise all necessary authority for collecting the revenues, but are not to disturb the Nawab's government by turning out the amildars or sheristadars. The Company's people employed in those districts are to give regular receipts for the moneys they shall receive; and when the full amount for which such district or districts stood answerable shall have been paid to the Company, their power will of course immediately cease, and the Nawab's authority be restored as fully as over any other part of the Carnatic.

ARTICLE 6.

Should any cause of complaint arise against the amildars of the districts so made over to the Company, it must be represented to His Highness the Nawab, who will give them satisfaction upon the subject, even to the dismissing the amildars and appointing others in their stead, if it should be necessary.

ARTICLE 7.

It has already been stated that when a kist, or any part of it that is due, shall remain unpaid more than twenty days, the Company may resort to

the security given to them ; but as, from the nature of revenue collections, the full produce of the country to make good the last kist cannot be received until the beginning of the following year, the Nawab requires two months for completing what may remain due of the last kist, to the amount of two lakhs of Pagodas. Should the balance exceed that sum, two months after the kist shall have become due, the Company may take possession of the management, as before mentioned in the fifth Article of this Agreement.

ARTICLE 8.

His Highness the Nawab, taking notice of the particular stress the Company lay on the security to be required for the punctual payment of his share of the current charges, and being sensible of how much importance it is that the military expenses should be regularly provided for, His Highness agrees that the amount of his shares of the current charges shall be exclusively paid with the first kist, and as much of the second kist as may be necessary to make up the four lakhs of Pagodas. The remaining part of the second kist and the whole of the third kist, amounting to twelve lakhs of Pagodas, will be appropriated in discharge of His Highness's debt to the Company and his private creditors.

ARTICLE 9.

The whole sum of sixteen lakhs of Pagodas is to be paid in the manner following :—

First Kist, 30th September	...	...	...	Pagodas	3,00,000
Second Kist, 31st January	...	...	...	,,	6,00,000
Third Kist, 10th July	...	...	...	,,	7,00,000

It was submitted and known to His Highness the Nawab that the renters, his subjects, were employed under the Company, and His Highness engages to continue the same renters as long as they shall conduct themselves to his satisfaction, at the same time that he cannot consent to confirm them on the conditions of the Company's cowle.

ARTICLE 10.

The following districts are to be answerable to the Company in case of ailure of payment :—

1. The district of Irwatoor with the villages of Tummanoor.
2. The district of Ellengad, etc., consisting of twelve Magans.
3. The district of Usspoor with the villages of Coonammead.
4. The pergunnah of Tendawannam.
5. The pergunnah of the Cusbah of Veerdaoor, including nine mehals, and Terwadee and Veedvor and Veeramunnee and the talooka of Choalwatlee.
6. The pergunnah Bealpoor, including the pergunnahs of Terwamaloor, Teeraloor, e rman Nellore, Servapallam, and Terwum Nellore.
7. The villages of Arcot and Aralwadie.

8. The pergunnah of Weerdachal, Gograpoor, Woolumgaul, and Senemmorhtie.
9. The pergunnah of Ealwanasoor.
10. The pergunnah of Kulcoorshee.
11. The jaghire of the fort of Pramedaguddah and the talooka of Shunkropoor.
12. The pergunnah of the Cusba of Nusreelguddah.
13. The villages of Pumatoor.
14. The talooka of Cunanore.
15. The pergunnah of the Havealu of Tumamel, including the villages of Cullespauk.
16. The villages of Advormungal.
17. The pergunnah of Paloor, etc.
18. The pergunnah of Chungour.
19. The pergunnah of Telgoody, etc.
20. The pergunnah of Demarpank.
21. The villages of Vellapank.
22. The villages of Mundeall.
23. The talooka of Tunmerie.
24. The villages of Chuckrangpoor.
25. The pergunnah of Chelingavaram with Tuckolum.
26. The villages of Chucknamulloor with Nantery.
27. The talooka of Avaloor.
28. The talooka of Mealcherry.
29. The talooka of Vanlapundiel.
30. The pergunnah of Pendie, etc.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Canverypank.
33. The pergunnah of Amboor.
34. Tulleput and Agraram.
35. The talooka of Alleanoor.
36. Worriori Pollam.
37. Vallundapoor, excepting the jaghire of Runjenagudd.

Their value is estimated at six lakhs of Pagodas per annum; and if the deficiency exceed what the above districts can make good, in the proportion mentioned in the fifth Article of this agreement, the Nawab is then to specify other districts in addition, and make them over to the Company accordingly, with due regard to the spirit of such obligation.

The security for the twelve lakhs on the Arcot districts is accepted upon a full conviction that Soucar security is not valid: but should the Bengal Government judge that the Soucar security should be taken in preference to it, the Nawab agrees to cancel the security he has already given, and substitute Soucar security in its stead.

ARTICLE II.

Should there be any essential failure in the crops, owing to the want of rain or otherwise, it is agreed that a deduction be made, not from the current

charges, but from the twelve lakhs stipulated to be paid to the public and private creditors, to the extent of the injury the Company may sustain, as shall be estimated and fixed on by the Governor and Council.

ARTICLE 12.

The Company having been pleased to direct that a Treaty be formed with His Highness the Nawab, embracing some essential points, which cannot at present be ascertained, and as it is His Highness's wish that the Treaty, when concluded at Madras, should be ratified by the Governor-General and Council of Bengal, which would take up some time, and consequently prevent the orders of the Company regarding the assignment being carried immediately into effect, the above preliminary Articles of agreement have therefore been entered into between His Highness the Nawab and the Governor and Council which are hereby declared to have all the force of a Treaty: and as to what respects the twelve lakhs of Pagodas to be paid yearly on account of the debt due to the Company and private creditors, an instrument, separate from the Treaty, to the effect above mentioned, shall be executed under the seal and signature of His Highness the Nawab.

ARTICLE 13.

The within conditions being first duly signed and sealed by the respective parties, the agreement of the 2nd December 1781 will be immediately returned to His Highness the Nawab, who is hereby restored to the possession of and full exercise of sovereignty over the Carnatic.

Signed by the NAWAB,
(Sd.) ALEX. DAVIDSON.

(Sd.) T. OAKES,
„ C. FREEMAN, } Witnesses
„ J. CHAMIER,

June 1785.

No. VI.

TREATY with the NAWAB MAHOMED ALI, 1787.

His Highness The Nawab's Seal.

The Company's Seal.

TREATY of PERPETUAL FRIENDSHIP, ALLIANCE and SECURITY concluded between the HONORABLE MAJOR GENERAL SIR ARCHIBALD CAMPBELL, KNIGHT of the BATH, PRESIDENT and GOVERNOR of FORT ST. GEORGE and the COUNCIL thereof, on the part of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES and HIS HIGHNESS the NAWAB WOLAU JAH OMDET-OOL-MOOLK UMEER-OOL-HIND AUSUPH DOWLAH ANEVERDEEN KHAN BAHADOOR, ZAFFER JUNG SIPPA SALAR, SOUBADAR of the CARNATIC, on behalf of himself, his heirs and successors.

The Court of Directors of the Honourable United East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel and the Carnatic, and considering the present hour the best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, and the Northern Circars on a solid and lasting foundation, have communicated these their sentiments to His Highness the Nawab of the Carnatic, who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the President and Council of Fort St. George upon the principles and conditions hereinafter mentioned; in consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that for discharging the expense of war, in the event of war breaking out in the Carnatic or on the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores, and provisions (the granaries and present magazines of His Highness the Nawab excepted), with full power to occupy or

dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say :—

ARTICLE 1.

The friends and enemies of His Highness the Nawab of the Carnatic and of the English United East India Company shall be considered as the friends and enemies of both.

His Highness the Nawab of the Carnatic will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of nine lakhs of Pagodas, to commence in the Fuslee 1197, corresponding to the 12th July 1787, as his fixed proportion, divided into kists payable at the following periods, that is to say :—

30th November	3,00,000
31st March	6,00,000
Star Pagodas .	9,00,000

ARTICLE 3.

That the Honourable East India Company will, in like manner, contribute, and, with the aid of Tanjore, shall pay and make good such further sums as may be necessary to discharge the expense of the military peace establishment, beyond the said annual contribution of His Highness already mentioned.

ARTICLE 4.

That for the satisfaction of His Highness the Nawab of the Carnatic, his heirs and successors, the President and Council of Fort St. George shall furnish His Highness annually with an accurate account showing the number of troops maintained and the names and situations of the garrisons supported by the annual contributions, and particularly the troops and garrisons maintained by the nine lakhs of Pagodas annually contributed by His Highness to the general defence.

ARTICLE 5.

In case of failure in the punctual payment of the nine lakhs of Pagodas already mentioned, to the amount of one lakh of Pagodas in any kist, for the period of one month after the same shall become due, His Highness the Nawab agrees that certain districts specified in the Schedule No. I, hereunto annexed, shall be made answerable for such failure, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Nawab's amildars all the rents, revenues, duties, customs, and peshcush of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, &c., giving regular receipts for all the moneys which may be received by the said superintendents, who shall have full power to

inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually from customs or from the zemindars or polygars, tributaries to His Highness within the said districts; and when the full amount for which such districts stood answerable shall have been paid to the Company, the superintendent or receiver shall be immediately recalled.

ARTICLE 6.

At the appointment of the superintendent or receiver, the Nawab will furnish the Company with the obligations the amildars of each district shall have given to the Circar, and if they do not pay the money punctually to the superintendent or receiver agreeable thereto, the Nawab, at the request of the Governor in Council, will immediately dismiss the said amildars, and appoint by Sunnuds such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Highness.

ARTICLE 7.

That the exercise of powers over the said districts and farms, by virtue of the conditions mentioned in the fifth and sixth Articles, in case of failure in the payment of any of the said kists, shall not extend or be construed to extend to deprive His Highness the Nawab of the Carnatic, or his successors, of the civil Government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing Articles expressed and mentioned.

ARTICLE 8.

That in the event of any war breaking out in the Carnatic or on the coast of Coromandel, the said United Company will charge themselves with the direction, order, and conduct thereof, and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war. To remove every doubt on the part of His Highness of any secretion or diversion of the said revenues from the purpose aforesaid, His Highness the Nawab of the Carnatic, in behalf of himself, his heirs and successors, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Circars, as well as the state of all the other revenues collected from the customs, from the zemindars and polygars tributary to the Company.

ARTICLE 9.

That in the like event His Highness the Nawab of the Carnatic, after deducting from the whole amount of his revenues 2,13,421 Pagodas annually for jaghires to the family of His Highness, and 21,366 Pagodas annually for

charities, shall and will pay into the treasury of the said United Company four-fifths of his revenue to the general expense of such war, to be applied in such manner as the said United Company or their representatives shall find necessary for their common safety and interests, as also for the interests of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Highness's proportion of the debts of the war will henceforth be settled at twenty-five fifty-one parts.

ARTICLE 10.

For the more effectual security of the payments of four- fifths of the revenues of His Highness annually to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of Fort St. George, in behalf of the Company, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the countries and districts of the Nawab, as well as the state of all the other revenues collected from the customs and from the zemindars and polygars tributaries to His Highness; and in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Nawab in the manner specified in the fifth Article of this Treaty respecting the districts mentioned in Schedule No. 1, with the same authority and under the like restrictions and conditions expressed in case of failure.

ARTICLE 11.

That the said annual four-fifths, payable from the revenues of His Highness the Nawab of the Carnatic, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war until his proportion of twenty-five fifty-one parts is paid off and discharged.

ARTICLE 12.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled; and it is further expressly declared that the eleventh Article shall not have any retrospect to the expenses of any war antecedent to the date of this Treaty.

ARTICLE 13.

That after the termination of such war and during the application of the said gross revenues to the debts and expenses thereof, the second, third, fourth, fifth, and sixth Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 14.

In case His Highness shall at any time have occasion for any number of troops for the security and collection of his revenue, the support of his authority, or the good order and government of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose on a public representation being made by His Highness to the President in Council of Fort St. George of the necessity of employing such a force and the objects to be attained thereby. In case of the march of such troops, the additional batta and expenses attending their movements will be annually discharged by His Highness at the end of each year.

ARTICLE 15.

Whenever the Company shall enter into any negociations wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to His Highness the Nawab of the Carnatic as the firm ally of the Company; and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless understood that His Highness shall be informed of all measures which shall relate to the declaring of war or making peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of His Highness shall be inserted in all Treaties regarding the Carnatic, and His Highness will not enter into any political negociations or controversies with any State or power without the consent or approbation of the President in Council of Fort St. George.

ARTICLE 16.

Nothing in this Treaty contained shall be understood to injure the claim of His Highness the Nawab to the Tanjore country.

ARTICLE 17.

Should there be any essential failure in the crops in the time of peace, owing to the want of rain or any other unforeseen calamity, a deduction shall be made in the Nawab's kists to the extent of the injury which the revenues may sustain, as shall be estimated and fixed on by the Governor in Council, to whom His Highness grants full power and authority to appoint one or more superintendents and accomptants to inspect and examine the cutcherry receipts of all the countries and districts of His Highness the Nawab of the Carnatic for the purpose of ascertaining the amount of such deduction, which is to be carried as a charge to the account current of His Highness.

ARTICLE 18.

It is hereby stipulated that the conditions mentioned in the Articles of agreement between the President in Council of Fort St. George and His Highness the Nawab, dated the 28th June 1785, for payment of four lakhs

of Pagodas annually to the Honourable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty.

ARTICLE 19.

It is further stipulated that the said Articles of agreement, dated the 28th June 1785, as far as relate to the discharge of the debts of His Highness the Nawab, shall be and continue in full force and virtue.

In confirmation of all the Articles in the preceding Treaty, the President and Council of Fort St. George, invested with full power on behalf of the India Company, have subscribed and sealed two instruments of the same tenor and date at Fort St. George on the 24th day of February in the year of the Christian era 1787; and His Highness the Nawab Wollau Jah, for himself, his heirs and successors, hath also subscribed and sealed the same instrument at Chepauk House the 5th day of the moon Jemadee in the year of the Hegira 1201.

(Sd.) ARCHIBALD CAMPBELL.
„ ALEXANDER DAVIDSON.
„ JAMES HENRY CASAMAJOR.
„ JOHN MACPHERSON.
„ JOHN STABLES.
„ JOHN CHAMIER, *Secretary.*
„ CHARLES BONNY, *Secretary.*
„ A. M. CAMPBELL, *Secy. to Govt.*

Schedule No. 1.

In the annexed Treaty referred to.

1. The district of Trivatoor with the villages of Tremmanoor.
2. The district Ellengad, &c., consisting of twelve Magans.
3. The district of Uspoor with the villages of Oonummead.
4. The pergunnah of Tindayanam.
5. The pergunnah of the Cusbah of Verdaoor including nine mahals and Tervadee and Veedaoor and Vecramunnee and the talooka of Ahoalwallee.
13. The villages of Permatoor.
14. The talooka of Cannanore.
15. The pergunnah of the Havialee of Ternamel including the villages of Callispau.
16. The villages of Adoormungah.

17. The pergunnah Paloor, &c.
18. The pergunnah of Chingum.
19. The pergunnah Talgoody, &c.
20. The pergunnah of Damarpauk.
21. The villages of Villapauk.
22. The villages of Muhdial.
23. The talooka of Timmeree.
24. The villages of Chuckrauzpoor.
25. The pergunnah of Cholingavaram with Tuckalum.
26. The villages of Chuckramullar with Mauteary.
27. The talooka Awaloor.
28. The talooka of Mealcharry.
29. The talooka of Vanlapundoil.
30. The pergunnah of Pourda, &c.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Cawverypauck.
33. The pergunnah of Amboor.
34. Tulleput and Agraham.
35. Talook Alleanere.
36. Warriorepullam.
37. Vallicundapoor excepting the jaghire of Rajilguda.
38. The district of Sellembar, one mahal.
39. The district of Cartmanaurgoody exclusive of the jaghire, one mahal.
40. The district of Bhoowangerry, one mahal.
41. The district of Verdachel, &c., five mahals.
42. The district of Vanelampeat and Feartnaggery, two mahals.
43. The district of Pudevear and Moolcaud, two mahals.
44. The district of Noomulgud, otherwise called Gingee, one mahal.
45. The district of Yeamputtoo and Pullygoondaput, one mahal.

The provinces of Trichinopoly—

Madura, Augle, and Palnaud.

It is stipulated and agreed at the time of executing this Treaty that the countries and districts in the above Schedule mentioned shall be answerable for any failure in the payment of the nine lakhs of Pagodas mentioned in the said Treaty; and in case they should not be adequate to the discharge of any failure when such may happen, it is stipulated that His Highness the Nawab shall name other districts to make good the deficiency; but if they exceed the amount of such failure that His Highness shall keep back districts to the amount of the same.

(Sd.) ARCHIBALD CAMPBELL.

„ ALEXANDER DAVIDSON.

„ JAMES HENRY CASAMAJOR.

No. VII.

Treaty between the Honorable East India Company and the Nawab of Arcot, July 1792.

Whereas a certain engagement, entered into between the Honorable English East India Company and His Highness the Nawab of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawab should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears by the representations of the said Nawab, contained in a certain letter addressed by him to the Governor-General, etc., etc., dated the 18th of the month Shawul, 1206, Hegira (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawab agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawab for the discharge of certain debts due by the said Nawab to private persons, it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force, and, in lieu thereof the Right Honorable Charles, Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, etc., etc., etc., invested with full powers on the part of the said Honorable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawab Wolau Jah Ummeer-ool-Hind Omdet-ool-Moolk Ausuph-ool-Dowlah, Aneverdeen Khan Bahadoor Zaffer Jung Sippa Salar, Nawab of the Carnatic, in his own name, and for himself and his successors, his eldest son Nawab Omdet-ool-Omrah Najun-ool-Moolk Assud-ool-Dowlah Hossein Ali Khan Bahadoor Zoolficar Jung, and his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

Article 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent the Honorable English East India Company agree to maintain a military force, and the Nawab Wolau Jah Bahadoor agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Nawab further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last the said Company shall possess full authority over the Carnatic (except the jaghires belonging to the family of the said Nawab, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the jaghiredars of the said jaghires, and of their fidelity to the said Nawab and to the said Company, shall be continued to them, subject to the pleasure of the said Nawab only, and except also certain charities, amounting to Star Pagodas 21,366 subject to the same conditions as are mentioned with respect to the jaghires) and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Nawab one-fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Carnatic shall be restored to the said Nawab, except in certain cases which are hereinafter mentioned.

ARTICLE 4.

The Nawab Wolau Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lakhs of Star Pagodas annually, as his share of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawab, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts above-mentioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawab to the Company.

ARTICLE 5.

The said Nawab having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth Article, determines that the tributes or peshcush payable by the polygars, as more particularly mentioned in the

Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said polygars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawab either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawab, annually for the aforesaid tributes or peshcush, in part payment of the sum of nine lakhs of Star Pagodas abovementioned, without any deduction whatever. Although the contracting parties have in the present instrument agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lakhs of Pagodas as the amount of the tributes or peshcush from the polygars, yet should it on future enquiry appear that the said polygars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule should be deducted from the sum of nine lakhs, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall in consequence be made in the kistbundy hereinafter mentioned. It is however mutually agreed that the diminution of this aggregate sum, which shall take place on the full liquidation of the debts, as specified in the fourth Article, shall make no change in this Article, which shall, notwithstanding such diminution, remain in full force.

Article 6.

The said Company, desirous of preserving the rights of sovereignty over the said polygars to the said Nawab, engage to the utmost of their power, and consistent with the realization of the tributes or peshcush from them, to enforce the allegiance and submission of the polygars to the said Nawab, in customary ceremonies, and in furnishing the polygar peons, according to established custom, for the collection of the revenues, the support of government, and for the protection of the property of the inhabitants of the said Nawab's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawab, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawab's, name. For the better execution of this and the fifth Article, the said Nawab promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each polygar, and to the purport hereof, without delay.

Article 7.

After deducting from the abovementioned sum of nine lakhs of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth Article, the amount of the tributes or peshcush from the polygars, as specified in the Schedule No. 1, the said Nawab agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of 6,21,105

Star Pagodas for the purpose mentioned in the fourth Article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods:—

On the 1st September	1,00,000	0	0
„ 1st October	1,00,000	0	0
„ 1st November	1,00,000	0	0
„ 1st December	1,00,000	0	0
„ 1st January	1,00,000	0	0
„ 1st February	1,00,000	0	0
„ 1st March	1,50,000	0	0
„ 1st April	1,50,000	0	0
„ 1st May	2,00,000	0	0
„ 1st June	1,56,400	15	54
Star Pagodas	12,56,400	15	54

And it is mutually agreed that on the full liquidation of the debts before mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth Article a reduction in equal proportion shall take place in the above instalments.

ARTICLE 8.

The said Nawab engages to make good to the said Company the payments of the sums, according to the instalments of kistbundy contained in the seventh Article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Nawab agrees that the said Company shall assume the management of and make the collection of the revenues from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said Nawab, who shall, on the arrival of the Company's officers in the said district, recall all his officers except one in each district, which officers shall remain at the sudder cutcherry, and shall be furnished annually, by the officers of the said Company, with copies of sudder cutcherry accounts, of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the kist which shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of each of the ten kists abovementioned, equal

to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed that an account, called "Balance Account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawab and the said Company, in which the said Nawab shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum to be for that purpose paid by the Nawab to the said Company, according to the fourth Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawab.

Third.—Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed that, in case of any of the kists for the sum remaining (after the deduction of the sum of 6,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash) be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen from the payment of the kists, and shall give credit to the said Nawab for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, any thing contained in the third Article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawab credit for the revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule and not parts of districts.

Fifth.—In consequence of this measure whereby the districts mentioned in the Schedule No. 2 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Nawab agrees that he will not grant tunkaws, or assignments, on any account, on the revenues thereof; and if, contrary to this condition, any tunkaw or assignment should exist, where the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Nawab to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted, and a Committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawab, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE 9.

In case the said Nawab shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawab to the President and Council of Fort St. George, of the necessity of employing such troops and of the objects to be obtained thereby; and the said Nawab agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters: and it shall be at the option of the said Nawab to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth Article.

ARTICLE 10.

The said Nawab shall receive regular information of any negociation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawab shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto: and the said Nawab agrees that he will not enter into any negociation or political correspondence with any European or native power without the consent of the said Company.

This Treaty, consisting of ten Articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect from 12th day of July, 1792 (corresponding with the 22nd day of the month Zekaida, 1206 Hegira), and, the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honorable Charles, Earl Cornwallis, K.G., Governor General, etc., etc., etc., shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and the Nawab Wolau Jah Bahadoor, Nawab of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepauk House, this 22nd day of Zekaida, 1206 and 12th day of July, 1792.

Schedule No. 1.

List of Polygars with the amount of their respective Tributes or Peshcush as mentioned and referred to in the fifth Article of the accompanying Treaty in force from the 12th day of July, 1792, corresponding with the 22nd day of Zekaida, 1206 Hegira.

				Star Pagodas. F. C.
Camar Yackum Naigh	Vencategherry	.....	21,673 10 64	
Vencataput Naigh	Caleshe	.....	10,775 0 0	
Juppaty Rammanaud	Sydapoor, Madras			
		Pagodas	6,000 0	
			6,600 0 0	
Bonnawase		.....	32,586 9 0	
Princewas Row	Arnee	Rupees	10,000 0	
			2,857 5 11	
Butchey Naigh	Marangapoory		12,093 12	
Lingama Naigh	Nallum		8,598 12	
Zongama Naigh	Comavandy		10,483 12	
Saumy Naigh	Ramgunny		11,731 4	
Mootea Naigh	Petta Molingy		9,556 4	
Combia Naigh	Venamatapotam		6,400 0	
Bosamopa Naigh	Youmula		642 2	
		Rupees	60,505 14	16,154 26 20
Maduram Sing Pettaputty Ramnautporam		.....	62,857 5 11	
Warriar Tarver, Mapilla, in the room of the Ranee and infant heirs of	Shevegungo	.....	50,000 0 0	
Polygars of the District	Madura	.....	3,751 0 0	
Varayoo Narama Vunnyam	Shevigerny	11,176 0		
Yesrapa Naik	Ellaporam	11,176 0		
Madurapah Taven	Wootamaly	8,128 0		
Coolava Taven	Nadoorvarcoocky	1,574 8		
Indera Talewen	Talwencotta	609 6		
Saule Talewen	Soumden	508 0		
Tady Talewen	Candombar	1,016 0		
Nulla Cooty	Lingumputty	314 0		
Chaturoyen	Woorcad	304 8		
Choca Tulevan	Maucuhy	1,016 0		
Cataboon Naigh	Pandlem Courchy	11,176 0		
Audrooconda Vunnyan	Edyarumpuny	6,096 0		
Numja Naigh	Malemondy	1,016 0		
Erapa Naigh	Negataporam	6,604 0		

Schedule No. 1—*continued.*

		Star Pagodas.	F.	C.
Sevemaul Naigh	Caudelloody	1,320	8	
Pedenna Naigh	Atteughery	1,727	2	
Chinum Naigh	Munnarcotta	2,540	0	
Avalapa Naigh	Pawaly	1,168	4	
Reddy Cody Vunnyan	Aligoopoory	108	7	
Geokillapa Naigh	Gettaputty	1,168	5	
Colingada Gundon	Callarputty	6,604	0	
Chinnamunga Tavers	Chocumputta	6,604	0	
Comur Naigh	Saupetoor	5,791	2	
Golapa Naigh	Laudioor	1,930	4	
Ena Chinnama Naigh	Zelmuny	1,016	0	
Tottapa Naigh	Chinnulgoody	1,696	5	
Annechy Naigh	Colatoor	1,016	0	
Tomichy Naigh	Parvar	3,332	5	
Tripennada Tawen	Shatoor	5,080	0	
Paule Taleran	Ovideahporam	1,224	3	
Vanda Tawen	Gollingundon	365	8	
	Chuckrums	1,03,409	5	57,450 0 0
	Total Star Pagodas			2,64,704 20 26

Signed and sealed at Chepauk House, this

Signed and sealed at Fort William in Bengal this

Schedule No. 2.

List of the districts with the amount of the net revenues from each, at which they shall be estimated and assumed, according to the eighth Article of the accompanying Treaty, in force from the 12th July, 1792 (corresponding with the 22nd Zekaida, 1206 Hegira).

Tinnevelly	Net Revenue	4,06,508
Madura	„	64,945
Trichinopoly, including Warriore, Pollom, and Arrialore	„	2,51,139
Nellore	„	3,31,783
Ongole	„	93,334
Pulnaud	„	24,657
Northern Division of the Arcot Province	„	1,69,404
	Star Pagodas	13,41,770

By the first condition of the eighth Article of the said Treaty it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear; the said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrears.

Signed and sealed at Chepauk House, this

Signed and sealed at Fort William in Bengal this

No. VII.

ARTICLES OF AGREEMENT for the adjustment of the DESH CAVELLY and TALEM CAVELLY of the province of Tinnevelly—1800.

Whereas the polygars and cavilcarrahs of the province of Tinnevelly have been subjected to the exclusive authority of the Honorable Company; and whereas the performance of the duties and the collection of the fees attached to the offices of Desh Cavelly and Talem Cavelly within the districts still subject to the authority of His Highness the Nawab of the Carnatic in the said province of Tinnevelly have been attended with inconvenience to the executive government of His said Highness in the said province; and whereas it is the earnest desire of the Right Honorable Edward, Lord Clive, Governor of Fort St. George, etc., to comply with the wishes of His said Highness for promoting the welfare and tranquillity of his possessions in the province of Tinnevelly; it is mutually agreed between His said Highness the Nawab of the Carnatic, etc., and the said Right Honorable Edward, Lord Clive, etc., that the right of collecting Desh Cavelly and Talem Cavelly, in villages now subject to the government of His said Highness shall be entirely relinquished by the cavilcarrahs now subject to the authority of the Company, the said Lord Clive taking on himself to make compensation to the said cavilcarrahs for the losses which they will in consequence sustain.

In consideration whereof the Nawab of the Carnatic, etc., agrees to relinquish all claims to the performance of the watching duties, and to compensation for theft or losses in the villages situated as abovementioned; and His said Highness further agrees to make full compensation to be regularly paid in ready money at the Company's treasury for the amount of the actual loss sustained by the Company by relinquishing the cavelly fees.

It is further mutually agreed that the accounts of the cavelly fees shall, with all convenient expedition, be investigated, to the end that after deducting the amount of the charges of collecting the said fees as well as of the losses

incidental to the performance of the watching duties within the villages subject to His Highness the Nawab, the residue may be paid by His Highness to the Company, being the acknowledged and ancient right of the polygars and cavilcarrahs transferred by the Treaty of 1792 to the authority of the Company. But whereas this investigation will be attended with delay and injury to the said Nawab of the Carnatic, it is agreed that immediate orders shall be sent by the said Edward, Lord Clive to the Company's collector of polygar peshcush for discontinuing the collection of cavelly fees in the villages above described to be under the authority of His said Highness, His said Highness binding himself in consequence to pay the amount which the said Lord Clive on a just consideration of the Company's revenue accounts shall determine to be a just compensation for relinquishing the cavelly fees.

Done in Fort St. George this 26th day of August, 1800, by order of the Right Honorable the Governor in Council.

(Sd.) J. WEBBE,
Chief Secretary to Government.

No. IX.

TREATY with AZEEM-OOL-DOWLAH—1801.

TREATY for settling the SUCCESSION to the SOUBADARRY of the TERRITORIES of Arcot, and for vesting the ADMINISTRATION of the CIVIL and MILITARY GOVERNMENT of the CARNATIC PAYEN GHAT in the UNITED COMPANY of MERCHANTS of England trading to the East Indies.

Whereas the several Treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses heretofore Nawabs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th July, 1792, with the late Nawab Wolau Jah, relinquish extensive pecuniary advantages, acquired by the previous Treaty of 1787, with the view and on the consideration of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the Treaties heretofore concluded between them; and whereas the musnud of the soubadarry of Arcot having become vacant, the Prince Azeem-ool-Dowlah Bahadoor has been established by the English East India Company in the rank,

property, and possessions of his ancestors, heretofore Nawabs of the Carnatic; and whereas the said Company and His Highness the said Prince Azeem-ool-Dowlah Bahadoor have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security, in all times to come; wherefore the following Treaty is now established and concluded by the Right Honorable Edward, Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of His Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part, and by His Highness the Nawab Wolau Jah Ummeer-ool-Dowlah Madar-ool-Moolk Ummeer-ool-Hind Azeem-ool-Dowlah Bahadoor Showkut Jung Sippa Salar, Nawab Soubadar of the Carnatic, on his own behalf, on the other part, for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

ARTICLE 1.

The Nawab Azeem-ool-Dowlah Bahadoor is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawabs of the Carnatic, and the possession thereof is hereby guaranteed by the Honorable East India Company to His said Highness Azeem-ool-Dowlah Bahadoor, who has accordingly succeeded to the soubadarry of the territories of Arcot.

ARTICLE 2.

Such parts of the Treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawabs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE 3.

The Honorable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nawab Azeem-ool-Dowlah Bahadoor; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English nation, the said Nawab Azeem-ool-Dowlah stipulates and agrees that he will not enter upon any negociation or correspondence with any European or Native power, without the knowledge and consent of the said English Company.

ARTICLE 4.

It is hereby stipulated and agreed that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghat, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nawab and for the support of his dignity) shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing without any interference on the part of the said Nawab, all officers for the collection of the revenues, and of establishing Courts for the administration of civil and criminal judicature.

ARTICLE 5.

It is hereby stipulated and agreed that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nawab and of his own immediate family, including the mahal of His late Highness the Ummeer-ool-Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nawab, consistently with the principles of the said alliance.

ARTICLE 6.

The fifth part of the revenues, as stated in the preceding Article, shall be calculated and determined in the following manner, *viz.*, all charges of every description incurred in the collection of the revenues, the amount of the jaghire lands, stated in the ninth Article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ali, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the polygar peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nawab, and for the support of His Highness's dignity.

ARTICLE 7.

Whereas it was stipulated by the fourth Article of the Treaty of 1792 that the sum of six lakhs twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts due by the late Nawab Mahomed Ali to his private creditors, under agreements concluded between His Highness and the Honorable Company,

and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated; the Honorable English Company accordingly hereby charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE 8.

Whereas certain debts are due to the said Company by the ancestors of the said Nawab, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nawab, that an adjustment should be made of the aforementioned debts, wherefore the said Nawab formally and explicitly acknowledges the debt, commonly called the cavalry loan, amounting, with its interests, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nawab Wolau Jah (according to the annexed Schedule), to be just debts: and whereas, exclusively of the abovementioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nawab hereby engages that whenever the said determination shall be made, His Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not however the intention of this Article to cause any diminution from the fifth part payable to the said Nawab, but, on the contrary, it is specified that no deduction shall be made from the revenue, on any account whatever, excepting the three items stated in the sixth Article, previously to the determination of His Highness's proportion.

ARTICLE 9.

The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nawabs Wolau Jah and Omdet-ool-Omrah Bahadoor, as well as the situation of the principal officers of His late Highness's government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the abovementioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nawab, in such manner as shall be judged proper.

ARTICLE 10.

The said Nawab Azeem-ool-Dowlah Bahadoor shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to His Highness's rank and situation, as an ally of the British Government, and a suitable guard shall be appointed from the Company's troops for the protection of His said Highness's person and palace.

ARTICLE 11.

The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, His said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in concert with His Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as His Highness may, in consequence of this Article, engage in his service, shall be paid at the exclusive cost and charge of the said Nawab.

ARTICLE 12.

The Honorable East India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July, 1801; and His said Highness the Nawab shall issue orders to all his civil and military officers, to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers belonging to their respective cutcherries or offices.

This Treaty, bearing date the 31st day of July Anno Domini 1801, and consisting of twelve Articles, having been executed by Edward, Lord Clive, Governor in Council aforesaid, on the one part, and His Highness Azeem-ool-Dowlah Bahadoor on the other part, is hereby mutually interchanged, the said Edward, Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by His Excellency the Most Noble the Marquis Wellesley, K.P., Governor General in Council, and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to His said Highness, who will then return to His Lordship the copy which he now receives.

(Sd.) CLIVE.

„ J. STUART.

„ WILLIAM PETRIE.

„ E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

(Sd.) J. WEBBE,

Chief Secretary to Government.

Schedule.

Of the Account referred to in the eighth Article of this Treaty.

Amount paid by the Company to His Highness the Nawab's creditors on account of his consolidated debt of 1777 . Star Pagodas		26,47,381
Deduct—		
Receipts of revenue from the Carnatic surplus to the fixed military subsidy, in the Fusly years 1200 and 1201 .	8,29,481	
Interest at six per cent. for four years and a half . . .	2,23,960	
		10,53,441
Balance due by the Nawab . . .		15,93,940
Add—		
Interest for four years and eleven months, at six per cent.		4,70,211
Actual Balance, Star Pagodas		20,64,151

(Sd.) CLIVE.

„ J. STUART.

„ WILLIAM PETRIE.

„ E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

(Sd.) J. WEBBE,

Chief Secretary to Government.

SEPARATE EXPLANATORY ARTICLES annexed to the TREATY for settling the SUCCESSION to the SOUBADARRY of the TERRITORIES of ARCOT and for vesting the ADMINISTRATION of the CIVIL and MILITARY GOVERNMENT of the CARNATIC PAYEN GHAT in the UNITED COMPANY of MERCHANTS of England trading to the East Indies.

ARTICLE 1.

Whereas it is stipulated by the fifth Article of the Treaty that the sum to be appropriated to the support of the dignity of His Highness the Nawab

Azeem-ool-Dowlah Bahadoor shall be calculated at one-fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues which, under Providence, may be expected to arise from the effects of the present arrangement. may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the 5th Article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted according to the sixth Article of the Treaty, shall exceed the sum of twenty-five lakhs of Star Pagodas, then in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after previous communication to His Highness the Nawab Azeem-ool-Dowlah.

ARTICLE 2.

Whereas it is stipulated in the sixth Article of the Treaty that the sum of 2,13,421 Pagodas on account of jaghires, and the sum of 6,21,105 Pagodas on account of the private debts of the Nawab Mahomed Ali, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to His Highness the Nawab, it is nevertheless hereby explained that it shall not be incumbent on the Honorable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 Pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and in the extent of the provisions to be made, according to the ninth Article of the Treaty, for the support of the family and principal officers of the Nawab Mahomed Ali and of the Nawab Omdet-ool-Omrah. And it is further explained that, notwithstanding the liquidation of the private debt of the Nawab Mahomed Ali, or of the debt due to the Honorable Company, the said sum of 6,21,105 Pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue previously to the determination of the share to be allotted to His Highness the Nawab Azeem-ool-Dowlah Bahadoor, it being the intention of the contracting parties that the said sum of 2,13,421 Pagodas, and the said sum of 6,21,105 Pagodas shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(Sd.) CLIVE.

„ J. STUART.

„ W. PETRIE.

„ E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

(Sd.) J. WEBBE,
Chief Secretary to Government.

NO. X.

LETTERS PATENT, dated the 2nd August 1870, issued under HER MAJESTY the QUEEN'S Sign Manual, relating to the creation of AZEEM JAH AMEER-I-ARCOT or PRINCE of ARCOT, with succession to his four sons and to one grandson, who is to be selected by HER MAJESTY the QUEEN, her heirs or successors.

VICTORIA by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the Faith, To all Viceroys, Governors-General, Governors, and all others of our Officers, Ministers, and Subjects whatsoever to whom these presents shall come Greeting know ye that we of our especial grace certain knowledge and mere motion have advanced preferred and created our right trusty and well beloved subject Azeem Jah Ameer-ool-Omrah Omdut-ool-Moolk Serug-ool-Omrah Assud-ood-Dowlah Zoolfakar Jung to the state degree dignity and honor of Ameer-i-Arcot or Prince of Arcot in India and him the said Azeem Jah Ameer-i-Arcot or Prince of Arcot in India aforesaid do by these presents create advance and prefer and we have appointed given and granted and by these presents for us our heirs and successors do appoint give and grant unto him the said Azeem Jah the name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot in India aforesaid to have and to hold the said name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot aforesaid unto him the said Azeem Jah Ameer-i-Arcot or Prince of Arcot for and during his natural life with remainder after his decease to his *four* sons Mohummud Buddee-Oollah styled Zaheer-ood-Dowlah Mohummud Buddee-Oollah Khan Bahadur Fitrut Jung, Ahmed-Oollah styled Moontuzun-ood-Dowlah Ahmed-Oollah Khan Bahadur Nubbee Yar Jung Intizam-ool-Moolk, Noor-

Oollah Meyan styled Oomdul-ood-Dowlah Mohummud Noor-Oollah Khan Bahadur Joorut Jung, Gholam Mohi-ood-Deen styled Monzuz-ood-Dowlah Mohi-ood-Deen Yar Khan Bahadur Hummunt Jung, severally and successively one after the other for their respective natural lives in such order and succession as the said Azeem Jah Ameer-i-Arcot or Prince of Arcot shall by writing under his hand nominate and appoint and in default of such nomination and appointment or so far as the same shall not extend in such order and succession as we our heirs or successors shall after the decease of the said Azeem Jah Ameer-i-Arcot or Prince of Arcot by Warrant under the Sign Manual of us our heirs or successors nominate and appoint with remainder from and after the decease of the last survivor of them the said Azeem Jah Ameer-i-Arcot or Prince of Arcot and Mohummud Buddee-Oollah, Ahmed-Oollah Bahadur, Noor-Oollah Meyan, and Gholam Mohi-ood-Deen to such out of the lawful grandsons in the male line of descent of the said Azeem Jah Ameer-i-Arcot or Prince of Arcot as we our heirs or successors shall whether before or after the decease of such survivor by Warrant under the Sign Manual of us our heirs or successors nominate and appoint and the heirs male of his body lawfully issued so as and in such manner that the said name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot may devolve and descend as in an indivisible inheritance in a course of succession to the person who shall for the time being be the eldest lawful heir male in the male line of the person last possessed of the said name state degree style dignity title and honor who shall have left those existing lawful male issue in the male line so that an elder son and his issue male shall always be preferred to and take before a younger son and his issue male. Willing and by these presents granting for us our heirs and successors that the said Azeem Jah Ameer-i-Arcot or Prince of Arcot and his heirs male aforesaid and every of them successively as aforesaid may bear and have the name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot in India aforesaid and that they and every of them successively as aforesaid may be called and styled Ameer-i-Arcot or Prince of Arcot in India. Lastly we will and by these presents for us our heirs and successors do grant to the said Azeem Jah Ameer-i-Arcot or Prince of Arcot that these our Letters Patent or the Inrolment thereof shall be sufficient and effectual in the law of dignifying investing and ennobling of him the said Azeem Jah Ameer-i-Arcot or Prince of Arcot and his heirs male aforesaid with the title state dignity and honor of Ameer-i-Arcot or Prince of Arcot in India aforesaid and this without any investiture rites ornaments or ceremonies whatsoever which for some certain reasons best known to us we could not in due manner do and perform. We will also and do by these presents grant to the said Azeem Jah Ameer-i-Arcot or Prince of Arcot that he may and shall have these our Letters Patent duly made and sealed under our great seal of our United Kingdom of Great Britain and Ireland without Fine or Fee great or small to be for the same in any manner rendered done or paid to us in our Hanaper or elsewhere to our use. In witness whereof we have caused these our Letters to be made Patent. Witness ourself at Westminster the second day of August in the thirty-fourth year of our reign.

By Warrant under the Queen's Sign Manual.

Six Stamps of Thirty Pounds each.

(Sd.) C. ROMILY.

II.—TANJORE.

In the time of Aurangzeb, the Hindu Rajas of Tanjore (Tanjavur) were dispossessed of their territories by Ekoji, half-brother of Shivaji, the founder of the Maratha power, who transmitted the State to his posterity. During the early wars between the English and the French, the power in Tanjore was held by Pratap Singh, of illegitimate birth, who had dispossessed his half-brother, Shahaji, the legitimate successor to the State. Tanjore had never been actually incorporated with the Carnatic, but it had from time to time paid tribute, when hard pressed by the Nawab. In 1762, in consequence of the war with the French, the finances of the Nawab of the Carnatic were at a low ebb. He claimed large arrears of tribute from Tanjore and applied to the English for assistance to reduce the Raja. Military aid was refused, but through the mediation (No. XI) of the Madras Government the Raja agreed in 1762 to pay to the Nawab twenty-two lakhs of rupees as arrears and a fixed tribute of four lakhs annually for the future.

In 1771 the Raja of Tanjore, Tuljaji, son of Pratap Singh, prepared an expedition against the Palegar of Ramnad a dependent of the Carnatic, to recover some districts, which, he said, had been wrested from him in 1763. Mediation failed and at the request of the Nawab a British force was sent to punish the Raja. During the hostilities, however, the son of the Nawab concluded a Treaty of peace (No. XII) with the Raja in 1771 without the knowledge or consent of the English. By this the Raja bound himself to pay eight lakhs of arrears of tribute and thirty-two and a half lakhs as the expenses of the expedition, and to furnish the Nawab with troops in time of war. The clandestine conclusion of this engagement was condemned by the Madras Government.

The Raja of Tanjore again fell into arrears in 1773, and was believed to be intriguing with Haidar Ali and the Marathas for a supply of troops. His position in the country, to the defences of which he contributed nothing, was felt to be a source of constant danger, and it was therefore determined to take the opportunity, while enforcing the Nawab's claims, to reduce him to submission. Tanjore was taken on the 17th September 1773, and the Raja and his family were made prisoners in the fort. The Court of Directors disapproved of this expedition against Tanjore, and directed the restoration of the Raja. In consequence of these orders, and notwithstanding the remonstrances of the Nawab of the Carnatic, the Raja was reinstated

on the 11th April 1776, and an Agreement (No. XIII) was concluded with him. He bound himself by this to do nothing contrary to the Company's interests; to receive British troops for the protection of his country; to contribute four lakhs of pagodas towards military expenses; and to grant to the Company two hundred and seventy-seven villages.

Tuljaji died in 1787 and was succeeded by his half-brother, Amar Singh, with whom a new Treaty (No. XIV) was concluded in the same year. It was based on the same principles as the one concluded in the same year with the Nawab of the Carnatic, *viz.*, that the Raja should contribute towards the peace establishment two-fifths of his revenues, with territorial security for punctual payment; that in time of war the contribution should be doubled; that he should pay a further sum of three lakhs of pagodas a year for the liquidation of his debts to the Nawab and to his private creditors; and that he should pay to the British Government the tribute ceded to them by the Nawab of the Carnatic. After the close of the war with Tipu another Treaty (No. XV) was made with Amar Singh on the 12th July 1792, almost identical in terms with the treaty of the same date concluded with the Nawab of the Carnatic.

Before his death Tuljaji had adopted Sarfoji or Sharabhoji as his son, and committed him to the care of Amar Singh. The adoption was disputed on three grounds—the imbecile state of Tuljaji's mind, the age of the boy, and the fact that he was an only son. These circumstances were held to invalidate the adoption, so it was cancelled and Amar Singh was recognised as successor to the State. Sarfoji, however, appealed, and as the best legal authorities were, on further enquiry, found to be in favour of his claim, Amar Singh was deposed and Sarfoji acknowledged in his stead. On his accession in 1799 a Treaty (No. XVI) was made with him, by which he resigned the administration into the hands of the British Government and received a provision of one lakh of pagodas and one-fifth of the net revenues. A pension of 25,000 pagodas was granted to Amar Singh. The deposed Raja died in 1802.

Political relations with Sarfoji continued unchanged during his lifetime. By the treaty of 1799 no sovereign authority was left to him, except in the fort of Tanjore and its immediate vicinity, and there it was subject to the control of the British Government. Sarfoji died in 1832, and was succeeded by his only son, Shivaji. On his death in 1855 without male heirs, direct or collateral, the titular dignity became extinct.

Besides the territory ceded under the treaty of 1799, and the district of Devikottai, which was ceded by Pratap Singh, there are several British districts which originally formed part of the Tanjore State. The French settlement of Karikal was purchased from Tanjore in 1739. Negapatam and Nagar, which were taken from the Portuguese by the Dutch in 1660, were annexed to the British dominions in 1781. Tranquebar, which was purchased by the Danes, was sold by them to the British in 1845.

The Raja left at his death two daughters and sixteen widows. The elder daughter, Rajesa Bai Ammani Raje Sahiba, died a little before the pensionary arrangements for the provision of the family were completed. His second daughter, Mohana Mukta Bai Ammani Raje Sahiba, known thereafter as the Princess of Tanjore, received a pension of Rs. 3,000 per mensem. She was granted a personal salute of 13 guns at the Delhi Darbar held on the 1st January 1877, and in 1878 was appointed a member of the Imperial Order of the Crown of India. On her death in 1885, a moiety of her pension was continued to her husband, V. Ry. Raja Sakharam Sahib, who died in 1895. There are now (1906) only two* surviving widows of the Raja, and they are in receipt of a monthly pension of Rs. 800 each. The courtesy title of "Highness" has been conceded by Government only to the Raja's widows.

*1. Jaiam Bai Sahiba.
2. Ramakumaramba Bai Sahiba.

The affairs of the family are under the management of the Collector of the Tanjore District, subject to the general control of the Madras Government.

No. XI.

1762.

A TREATY and AGREEMENT made and concluded between OMDET-OOL-MOOLK SERAJ-OOL-DOWLAH ANEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, NAWAB of the CARNATIC PAYEN GHAT, and PARTAB SING, RAJAH of TANJORE, in manner following :—

Whereas a destructive war, fomented and carried on by the French and their allies against the said Nawab, hath for many years last past wasted and afflicted the province of the Carnatic Payen Ghat, in which war the said Nawab Aneverdeen Khan Bahadoor hath at length, with the assistance of his allies, proved victorious, and restored peace and tranquillity to the said province; and whereas at sundry times during the said troubles the said Rajah Pertab Sing did yield some aid and assistance to the said Nawab Aneverdeen Khan whereby, as well as by the necessary defence of his own kingdom against the French, he hath been put to great expense; and whereas by reason of the said troubles neither the amount of peshcush due from the said Rajah to the Mogul and payable to the Nawab of the Carnatic, nor the amount of the expenses of the said Rajah incurred as aforesaid have been settled or adjusted: but now it having pleased God to restore peace to these countries by the expulsion of the common enemy, the said Nawab and the said Rajah, being equally desirous that the people whom God hath placed under their rule may enjoy the full fruits thereof, have mutually consented to establish a firm friendship between them, and to that end they have agreed and do agree to settle and adjust all accounts and matters of dispute between them in manner following, and they do faithfully promise each for what concerns himself punctually to perform the same.

1. The said Rajah Pertab Sing doth hereby oblige himself to pay unto the said Nawab Aneverdeen Khan Bahadoor the sum of twenty-two lakhs of Rupees coined in the English East India Company's mint at Fort St. George, or the value thereof in Star Pagodas coined in the said mint, valuing the said Rupees at the rate of 350 for 100 Pagodas at the times and in manner following, that is to say :—

On the day of signing this agreement by the said Pertab Sing three lakhs of Rupees		3,00,000
In the month of April 1763 five lakhs of Rupees		5,00,000
„ November 1763 five lakhs of Rupees		5,00,000
„ April 1764 five lakhs of Rupees		5,00,000
„ August 1764 four lakhs of Rupees		4,00,000
In all Rupees ...		22,00,000

And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said twenty-two lakhs of Rupees in full payment and satisfaction for or on account of peshcush and in full of all accounts and demands whatsoever unto the 10th day of July last past, being the full term and expiration of the year of Phasely 1171.

2. The said Rajah Pertab Sing doth hereby oblige himself to pay yearly in the month of July unto the said Nawab Aneverdeen Khan Bahadoor or his successor the sum of two lakhs of Rupees as a Peshcush or tribute to the Mogul; and for as much as it hath been the usage and custom to make certain presents to the Nawab and his principal officers at the time of paying the annual peshcush, the said Rajah doth promise to pay yearly to the said Nawab or his successors (at the day and time of paying the said peshcush) the further sum of two lakhs of Rupees as a present, provided that no further sum either for peshcush or durbar charges be demanded of him, which said two sums, making together four lakhs, shall be paid in Rupees coined in the Company's mint or in Star Pagodas at the abovementioned exchange. And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said first-named sum of two lakhs in full for the annual peshcush due to the Mogul, and also of the second named sum of two lakhs of Rupees in full for the usual and customary presents or durbar charges, and doth hereby promise that he will not demand anything more.

3. Whereas the said Nawab Aneverdeen Khan Bahadoor hath in his possession a bond given by the said Rajah Pertab Sing unto the said Nawab's late father Aneverdeen Khan Bahadoor for the sum of seven lakhs of Rupees which bond appears fair and uncancelled and without any receipt or endorsement thereon, although the said Rajah Pertab Sing doth allege that the same or the greatest part thereof hath been discharged, the said Nawab Aneverdeen Khan Bahadoor, as a testimony of his good inclinations to cultivate a lasting friendship with the said Rajah, doth promise that at the time of signing this agreement by the said Rajah, he will cause the said bond to be delivered up to him to be cancelled as if the same had been fully paid and discharged.

4. The said Nawab Aneverdeen Khan Bahadoor doth hereby confirm unto the said Rajah Pertab Sing the full and free possession and enjoyment of the districts of Coiladdy and Elangar which districts the said Nawab did give and grant unto the said Rajah during the late troubles, as may appear by the said Nawab's Sunnud.

5. The said Nawab Aneverdeen Khan Bahadoor having expended immense sums during the late troubles in defence of the province under his government, found it necessary, after the expulsion of the common enemy, to call upon the several zemindars, polygars and jaghiredars to contribute each a moderate sum towards reimbursing the moneys so expended in procuring the blessings of the peace of which they became partakers, and amongst others did demand of Tremul Rao, killadar of Arani, his reasonable quota, but the said Tremul Rao having obstinately refused to comply therewith, and having also in other respects behaved himself disobediently, the said Nawab found himself obliged to march an army to compel him to a compliance with his demand, and did accordingly subdue and take the forts of Aani and Doby Guddy with all the jaghire thereunto belonging, as also the

person of the said Tremul Rao with his family and others. The said Nawab having thus convinced the said Tremul Rao and all the world that he can and will enforce due obedience in all who are subject to his government, is now equally desirous of showing to all mankind that compassion is stronger in him than resentment; from these motives, as well as in condescension to the request of the said Rajah Pertab Sing, the said Nawab doth hereby promise that as soon as the said Rajah shall have signed this agreement, he, the said Nawab, will cause the said Tremul Rao with his family, attendants, and all other persons who were taken and made prisoners at Arani, to be released and set at full liberty; and further that on the day the sum of three lakhs of Rupees mentioned in the first Article hereof shall be paid, he will cause the said Tremul Rao to be put in full possession of the whole jaghire he possessed and enjoyed before the capture of Arani (excepting however the said fort and Doby Guddy which the said Nawab will retain in his own possession); and provided that the said Tremul Rao shall not at any time hereafter erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that he shall not even erect or build any wall round his dwelling-house exceeding eight feet high and two feet thick; and further that the said Tremul Rao shall in all things behave himself with due obedience to the government and pay yearly in the month of July unto the said Nawab or his successors the sum of ten thousand Rupees as a nuzzur: and the said Rajah Pertab Sing doth promise for the said Tremul Rao that he shall in all things demean and behave himself accordingly and pay yearly the stipulated sum.

We, George Pigot, Esq., Governor of Fort St. George and all the forts, factories, and places subordinate thereto, President of the Council for all the affairs of the English East India Company on the coast of Coromandel, and also the said Council whose names are hereunto signed, having greatly at heart the peace and tranquillity of the countries where the Company hold possession and to which they trade, see with great satisfaction the conclusion of the Treaty of friendship between Nawab Omdet-ool-Moolk Seraj-ool-Dowlah Aneverdeen Khan Bahadoor Moonsoor Jung, Nawab of the Carnatic Payen Ghat, and Pertab Sing, Rajah of Tanjore, of which the foregoing is a translation, and being willing and desirous as much as in us lies to establish the friendship between them upon a lasting foundation, do hereby promise to guarantee the performance of the said Treaty, being thereunto invited by both parties; and accordingly we do hereby promise, as far as in us lies, that in case either party shall fail in the performance of the Article he hath thereby undertaken to perform or any part thereof, we will to the utmost of our power assist the other party to compel him who shall fail to fulfil his agreement and to render due satisfaction for his failure therein.

In witness whereof we have hereunto set our hands and caused the seal of the said Company to be affixed hereto in Fort St. George, the 12th October 1762.

AN AGREEMENT taken by the HONORABLE JOHN HOLLAND, ESQ., PRESIDENT and GOVERNOR in COUNCIL of FORT ST. GEORGE and DEPENDENCIES, from SHENEVASAROW, heir of TREMUL RAO, JAGHIREDAR of ARANI.

The Honorable the Governor in Council of Fort St. George having restored to me the possession of the jaghire of Arani, which I inherited after the death of Tremul Rao, my grandfather, upon the terms of the Treaty of the year of Christ 1762, entered into between His Highness the Nawab of the Carnatic, etc., etc., etc, and His Excellency Pertab Sing, Raiah of Tanjore; I do with my own free will and consent agree to conform to the terms of the said Treaty so far as it relates to the jaghire of Arani; acknowledging that I have no right by the said Treaty to the Fort of Arani and Doby Guddy, and I do for myself and my heirs engage, in every respect to fulfil the terms of the said Treaty according to the intention and spirit thereof: binding myself to be answerable to His Highness the Nawab for the annual peshcush or nuzzur of ten thousand Arcot Rupees to be paid yearly in the month of July on a receipt being granted for the amount. And I further engage that I will not erect or cause to be erected any fortress walled pagoda or other stronghold, and that I will not raise any wall even round my dwelling house exceeding eight feet high and two feet thick; that I will not entertain any armed peons or followers excepting only a few sebundee for the purpose of collecting the revenues of the district; and that I will in all respects behave myself with due obedience to the Carnatic government and to that of the Honorable Company; that I will do every thing to provide for the welfare of the inhabitants, and be attentive to the increase of cultivation and improvement of the country and jaghire of Arani; that I will not impose or levy any new customs or duties of any kind whatsoever; and I do hereby relinquish and give up all or any claim or demand whatever on the Company for the collections of revenues or otherwise since the district has been under their direction and management.

(Signed in Mahratta.) SHENEVASAROW TREMUL RAO,
Jaghiredar, Arani.

L. S.

Dated in Fort St. George, the 20th day of June in the year of Christ 1789.

No. XII.

TRANSLATION of a PAPER, containing the ARTICLES agreed to by the RAJAH of TANJORE, dated the 20th of October 1771.

The two years' peshcush, amounting to eight lakhs of Rupees, I am to pay in ready money.

For the expenses of the army I am to pay thirty-two lakhs and fifty thousand Rupees.

Whatever lands, money, and effects I have taken from the Marawar or Nalcotey zemindars, I will restore.

Whenever horse, sepoys, peons, etc., fighting people are required, I am to send them, and they are not to return till they have leave from court; and the charge of the batta, etc., is not to be required of the Circar.

Should the merchants and people belonging to the Company in the Tanjore country have been plundered of paddy, I am to answer it.

I am to have nothing to do with the Marawar, Nalcotey, Tondiman, etc., and if they are guilty of any improper act, their punishment is to be from the Circar.

With the friends of the Circar I am to be in friendship, and with its enemies in enmity; and I am not to give place or protection in my country to the enemies and those lying under the displeasure of the Circar.

If I have taken anything from the run-away polygars of Warriore, Collam, and Aleanoor, I am to restore it, and if they are in my country, I will deliver them to the Circar's people.

I have given a separate Treaty of friendship.

If any Europeans in the service of the Circar and Company have deserted and fled to me, I will deliver them up.

If the Company's trade in the whole Tanjore country shall be continued, I am to use their weavers well.

The fort of Vellum to be given to me hereafter. It must be destroyed.

The districts of Elangar and Coiladdy to be conferred on me.

I am to give up to the Circar the villages of Tewanoor, etc.

I am to give up to the Circar the jaghire district of Arani.

TRANSLATION of an ENGAGEMENT under the SEAL of RAJAH TOOLJAJEE, dated the 25th of October 1771.

The firm engagement of Rajah Tooljajee, Rajah of Tanjore, to the Circar is, that whereas in part of the stipulations in favor of the Circar of the Nawab Wolau Jah, the sum of thirty-two lakhs and fifty thousand Rupees is stipulated to be paid; in lieu of payment thereof in specie I have appointed the soubaship of Manewarum and some districts of the soubaship of Cumcurrum, the annual revenues of which may amount to sixteen lakhs and twenty-five thousand Rupees, for the discharge of the same; and accordingly the same will be entirely discharged by two years' revenues of the said lands; and after the receipt of the said money by the Circar, I shall take back again the said two soubaships which belong to me.

TRANSLATION of an ENGAGEMENT under the SEAL of RAJAH TOOLJAJEE, dated the 26th October 1771.

The firm engagement and true acknowledgment of Rajah Tooljajee, Rajah of Tanjore, to the Circar of the Nawab Wolau Jah are, that with the friends of the Circar he will be in friendship, and with the enemies of the Circar in enmity; that he will on no account whatever, either secretly or openly, afford assistance or support in any shape to the disturbers of the tranquillity of the Carnatic; that he will always join and be in friendship with the Circar; that whenever his troops, horse, sepoys, and peons shall be required, he will send them with his Sirdar and not demand their expenses from the servants of the Circar; that he shall pay the stated peshcush yearly without deceit or delay, and that in future he shall not undertake any operations whatever. In testimony of which, I, the said Rajah, have given this engagement under my hand and seal, swearing thereto by the faith of the religion I profess that the same may appear as a Sunnud.

No. XIII.

AGREEMENT with the RAJAH of TANJORE, 1776.

The satisfaction I feel on occasion of such a friendship and extraordinary justice as the Company have displayed towards me is so great, that were I to begin to tell you what my mind conceives on the occasion, the subject would never have an end: had I thousand tongues they could not express my gratitude. When I had an interview with your Lordship I opened to you the sentiments of my heart; but as mere verbal declarations on this subject are not sufficient, I have thought it proper to write you a letter.

I shall ever consider myself as nourished and protected by the Company, and shall therefore never assist or succour their enemies. No measure shall ever proceed from me contrary to their interests, nor will I ever set on foot any connection with other powers without the Company's consent. This I have written as means of increasing the friendship that is between us.

In the present condition of my country, the placing a garrison of English troops in the fort and city of Tanjore is exceedingly necessary; but besides this garrison, if the Company will allow some more troops also for the protection of my whole country, this also will be highly proper. If by the favour of Heaven this be put in execution, neither I nor any of my family will need to fear that the calamities of war will fall upon this country again; and if the Company will only favour me thus far, I will with pleasure assign them out of my revenues the sum of four lakhs of Pagodas per annum for their

military expenses. The mode of payment as follows :—November 20,000; December 40,000; January 40,000; February 1,00,000; March 1,00,000; April 1,60,000.

For my body guard I shall keep a body of men from one hundred to five hundred; and I want not one man, either horse or foot, more than that number.

As my finances are in the utmost disorder, and the state of my country all in confusion, I must throw myself on the Company for my present support. I therefore wish them to buy of me at a reasonable rate all the grain of the present year, excepting what my country may be in need of. By this means the Company will not be burthened, and I shall be enabled to defray the expenses of my government without running in debt.

Finally, as the fort of Devicottah has no country annexed to it, I beg the Company will take what they think proper as the dependency thereon.

The country of Tanjore is the Company's; I have only to beg they will preserve my honor.

SUNNUD granted to the EAST INDIA COMPANY by the RAJAH of TANJORE.

The Rajah's Seal.

In consideration of the services rendered to me by the Honorable English East India Company, and in the hope of their future protection, I do hereby, agreeable to my promise, make over certain lands to them, as specified hereunder, in the soubah or district of Munargoody, *viz.*—

The seaport town of Nagore with a small island belonging to it . .

1 Mahal, pergunnah of Keelar, consisting of eight Magans, *viz.*—

Magan of Wool	41 villages.		
„ of Chichly	62	„	
„ of Sumby Mahadeur	34	„	
„ of Palourchy	27	„	
„ of Muckly	27	„	
„ of Kellagurry	25	„	
„ of Tunnor	31	„	
„ of Adimungalum	8	„	
		„	255
Pergunnah of Wellevellum		...	21
			277

Being altogether, including the town and seaport of Nagore, two hundred and seventy-seven villages or small towns, which I make over to the Company aforesaid as a jaghire.

They will be pleased to acquiesce to the following conditions:—

1. The ryots shall enjoy their shares of cultivation, enams, and other privileges, as heretofore has been usual.

2. Such enams as have been granted for the use of Pagodas, or charity to Brahmins, of maintaining choultries and water pandalls, shall be continued as formerly. Such spots of land contiguous to Pagodas or Brahmin houses, which are known by the name of Brimh Wast-tow, and which have been rented for money or in kind, or have been let out as choutrums, shall be enjoyed by the present possessors as usual. The charity allowances for the rhut or coach of the Pagoda shall be continued.

3. No houses shall be built by the Circar in villages called Agne where Brahmins reside. No European shall be allowed to dwell near any tanks or ponds belonging to Pagodas or Brahmin villages.

4. A number of coolies and laborers, in proportion to the quantity of w[illegible]r wanted for the Company's lands, shall be sent from those districts to dig and repair the water-courses and banks of the rivers in the soubah of Munargoody. A just proportion shall be paid to the Circar from the Company's lands of the whole charges incurred in the soubah of Munargoody, for repairing the Ancutta and making new water-courses.

5. If any amil, ryot or dependant of my Circar flies for protection in the Company's districts, no protection shall be given to any such persons, but they shall be given up to me.

6. People shall be sent as usual to draw the rhut or coach of the Pagoda at the times of procession.

7. If I should at any time disagree with the French, Dutch, and others settled in my country, and prohibit any grain from being carried to their settlements, the Company shall in like manner prohibit any grain from being carried out of their districts to these places.

8. The Circar people collect duties in the districts bordering on Nagore; these shall continue to be paid, but no duties shall be paid by me on any articles or commodities purchased at Nagore for my own use.

The Company will be pleased to observe the abovementioned eight conditions and enjoy without molestation the lands made over to them.

Dated 17th June 1778 of the Christian era, or 21st Jemmaddee-ul-Awul 1179th year of Tanjore.

(Sd.) SRI RAM PERTAB.

No. XIV.

TREATY with the RAJAH OF TANJORE—1787.

TREATY and AGREEMENT concluded between the HONORABLE MAJOR-GENERAL SIR ARCHIBALD CAMPBELL, KNIGHT of the BATH, PRESIDENT and GOVERNOR OF FORT ST. GEORGE, on behalf of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, and HIS EXCELLENCY AMEER SING, RAJAH of TANJORE.

The Court of Directors of the East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel, in the Carnatic, and the country of Tanjore, and considering the present hour best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, the Tanjore country, and the Northern Circars, on a solid and lasting foundation, have communicated these their sentiments to His Excellency the Rajah of Tanjore, who being fully impressed with the propriety and wisdom of such an arrangement, has, for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the Honorable East India Company upon the principles and conditions hereinafter mentioned. In consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that, for discharging the expense of war, in the event of war breaking out in the Tanjore country, or in the Carnatic, or any part of the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence And as it is necessary that the application of the said contributions, both fo peace and war, should be reposed in the United Company, or their representatives, together with the direction of the war, the Command of the army, magazines of stores and provisions, with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for

themselves and their successors, to and with each other in manner following, that is to say:—

ARTICLE 1.

The friends and enemies of His Excellency the Rajah of Tanjore and of the English United East India Company shall be considered as the friends and enemies of both.

ARTICLE 2.

His Excellency the Rajah of Tanjore will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of four lakhs of Star Pagodas, to commence on the 12th July, in the year of Christ 1787, corresponding to the 30th Annee of the Malabar month of Palavunga year, and to the Phasely 1197, divided into kists, payable at the following periods:—

November	. . .	20,000	
December	. . .	50,000	
January	. . .	50,000	
February	. . .	90,000	
Carried over		2,10,000	
Brought forward		2,10,000	
March	. . .	90,000	
April	. . .	1,00,000	
Star Pagodas		4,00,000	

ARTICLE 3.

The annual contribution of four lakhs of Pagodas, to be paid by His Excellency the Rajah of Tanjore towards the army peace establishment, is proportioned to the gross revenues of his country, estimated at ten lakhs of Pagodas; and it is hereby stipulated and agreed that whenever the annual gross revenues of the country shall rise above ten lakhs of Pagodas, the annual contribution of His Excellency in time of peace shall likewise be increased according to the same scale or standard.

ARTICLE 4.

In case of failure in the punctual payment of the four lakhs of Pagodas already mentioned, to the extent of fifty thousand Pagodas, for the period of one month after the same shall become due, His Excellency the Rajah agrees that the Company shall have power to enter upon any of the districts in the Tanjore country that shall appear to them necessary to discharge the amount of the sum in arrear, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Rajah's renters, managers, and amildars, all the rents, revenues, duties, and customs of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, duties, and customs of the said districts, giving regular receipts for all the monies which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually within the said districts and when the full amount of the arrears due shall have been paid to the Company, the superintendent, or receiver shall be immediately recalled.

ARTICLE 5.

At the appointment of the superintendent or receiver His Excellency the Rajah will furnish the Company with the obligations of the amildars, renters, or farmers of each district; and if they do not pay the money punctually to the superintendent or receivers, agreeable thereto, His Excellency the Rajah, at the request of the Governor in Council of Fort St. George, shall and will immediately dismiss the said amildars, renters, or farmers and appoint such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Excellency.

ARTICLE 6.

That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the 4th and 5th Articles, in case of failure in the payment of any of the kists, shall not extend or be construed to extend to deprive His Excellency the Rajah of Tanjore, or his successors, of the civil government thereof, or the honor and dignity of his family; but the same shall be preserved to him and them inviolate, saving and excepting the powers in the Articles 4 and 5 expressed and mentioned.

ARTICLE 7.

That in the event of any war breaking out in the Carnatic, in Tanjore or on the coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof; and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war.

ARTICLE 8.

That in the like event His Excellency the Rajah of Tanjore shall pay into the treasury of the said United Company four-fifths of his revenues to the general expenses of such war, to be applied in such manner as the said United Company or their representative shall find necessary for their common safety and interests, and also for the interest of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Excellency's proportion of the debt and expenses incurred by war shall henceforth be settled at one-fifth part of the whole amount thereof.

ARTICLE 9.

For the more effectual security of the payment of four-fifths of the revenues of His Excellency, annually, to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid the President in Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or

accomptants to inspect and examine all country and cutcherry accounts and receipts, of all the countries and districts of His Excellency, as well as all other revenues, duties, or customs, collected by or for the use of His Excellency. And in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war, or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Rajah, in the manner specified in the 4th Article of this Treaty, with the same authority and under the like restrictions and conditions therein expressed, in case of failure.

ARTICLE 10.

That the said annual four-fifths, payable from the revenues of His Excellency the Rajah of Tanjore, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war, until his proportion of one-fifth part of the whole expense is paid off and discharged.

ARTICLE 11.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled.

ARTICLE 12.

That during the application of the said proportion of four-fifths of the said gross revenues to the discharge of the debts and expenses incurred in time of war, the 2nd, 3rd, 4th, and 5th Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 13.

In case His Excellency shall at any time have occasion for any number of troops for the security and collection of his revenues, the support of his authority, or the good order and government of his country, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by His Excellency to the President in Council of Fort St. George, of the necessity of employing such force and the objects to be obtained thereby. In case of the march of such troops, the additional batta and expenses attending their movements shall be annually discharged by His Excellency at the end of each year.

ARTICLE 14.

The late Rajah of Tanjore having been, at the time of his death, indebted to His Highness the Nawab of the Carnatic for arrears of peshcush since the year 1776, which, at the commencement of Phasely 1197, or 12th July 1787, will amount to the sum of 12 lakhs fifty-seven thousand one

hundred and forty-two Pagodas, and having also been indebted to British subjects whose names are set forth in a Schedule, hereunto annexed, for various sums of money lent by them to and for the use of the Rajah, which with interest are computed to amount to about the sum of four lakhs of Pagodas, it is hereby stipulated and agreed that for the liquidation of the said arrears of peshcush, His Excellency shall appropriate annually the sum of Pagodas 1,05,775

To his annual peshcush to the Nawab the sum of . . 1,14,225

And to His Excellency's private creditors the annual sum of 80,000

In all three lakhs of Pagodas . 3,00,000

Payable in kists as follows :—

In November	10,000	Brought forward	1,70,000
December	10,000	July	50,000
January	10,000	August	40,000
February	10,000	September	40,000
March	10,000	Star Pagodas	3,00,000
May	60,000		
June	60,000		
Carried over	1,70,000		

ARTICLE 15.

The private debts of His Excellency not being as yet accurately ascertained, it is hereby agreed that the debts due to the British subjects shall be forthwith examined, adjusted, and settled; for which purpose the creditors shall be called upon to deliver their demands to the President in Council of Madras, stated with simple interest at the rate of 12 per cent. per annum, to the 12th day of July 1787, which accounts will be examined by agents to be appointed on the part of the Rajah, and by the Governor in Council on behalf of the creditors, after which they will be laid before His Excellency, and on receiving his final approbation they shall be classed amongst the list of his private creditors, and become entitled to a share, or rateable proportion of the said sum of eighty thousand Pagodas, agreeable to such equitable arrangement as may be formed by the Governor in Council, for the benefit of the Rajah and the creditors. And it is agreed that so soon as the debts and interest due from the Rajah to British subjects are paid off and discharged, the annual payment of 80,000 Pagodas, agreed to be made by the Rajah for the benefit of the creditors, shall from henceforth cease and determine.

ARTICLE 16.

And whereas His Highness the Nawab of the Carnatic has by a solemn deed assigned over to the United East India Company the arrears of peshcush already due and the annual peshcush which shall henceforth become due to His Highness, in part payment of his debt to the Company, His Excellency

the Rajah of Tanjore, willing to manifest his regard to the Company and upright intention towards the Nawab of the Carnatic, does hereby cheerfully agree to pay into the hands of the India Company, for the account of the Nawab of the Carnatic, the whole annual appropriations to His Highness, specified in the 14th Article, upon the President and Council of Fort St. George indemnifying His Excellency for the amount of all such money as they shall receive on that account. In like manner the Company shall be accountable to His Excellency on account of the money received on behalf of the creditors.

In confirmation of all the Articles in the preceding Treaty Sir Archibald Campbell, Governor of Fort St. George, invested with full powers on behalf of the India Company, has subscribed and sealed two instruments, of the same tenor and date, at Tanjore, on the 10th day of April in the year of Christ one thousand seven hundred and eighty-seven: and His Excellency Maharajah Ameer Sing, for himself, his heirs and successors, has also subscribed and sealed the same instruments, at Tanjore, the twentieth of the month Jamad-ul-Auker, and in the year of the Hegira 1201.

The Company's Seal.

(Sd.) ARCHD. CAMPBELL.

Signed and sealed by the Honorable Sir Archibald Campbell, Governor, etc., and by His Excellency the Rajah of Tanjore in the presence of

(Sd.) ALEXANDER MACLEOD, *Resident.*
„ J. STUART, *Colonel, Commanding.*

By order of the Honorable the Governor,
(Sd.) A. MONTGOMERY CAMPBELL,
Secretary.

Schedule of private debts referred to in the 14th Article.

				Principal.
Mr. Alexander Brody			Star Pagodas	99,254
„ Duncan Baine			„	30,000
Sir George Ramsay			„	20,000
Colonel Maclellan			„	72,000
Major (or Captain) Burrows			„	26,100
Mr. Whyte	5,706			
Received	1,000			
			„	4,706
Mr. Swartz for money subscribed by gentlemen for the benefit of orphans		...	„	1,000
		Star Pagodas ...		... 2,53,060

The above debts bear interest at the rate of 12 per cent. per annum, and there is now between 4 and 5 years' interest due upon them.

(Sd.) ARCHD. CAMPBELL.

No. XV.

TREATY with the RAJAH of TANJORE—1792.

Whereas a certain engagement was entered into between the Honorable English East India Company and His Excellency Ameer Sing, Rajah of Tanjore, bearing date the 10th day of April 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Rajah of Tanjore should pay annually a certain sum of money arising from the revenues of his country, and should furnish sufficient and satisfactory security under certain conditions expressed in the said engagement for the regular payment of the sum stipulated to the said Company; and whereas it appears that the resources of the said country of Tanjore are not competent to enable the said Rajah to perform the stipulations in the said engagements; and whereas it further appears that the security which the said Rajah of Tanjore agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is, in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Rajah, for the discharge of certain debts due by the said Rajah to private persons: it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled and no longer of effect or in force; and in lieu thereof the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, their heirs and successors, on the one part, and His Excellency Ameer Sing, Rajah of Tanjore, in his own name, and for himself, his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement, dated 10th April 1787, to the contrary.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent, the Honorable English East India Company agree to maintain a military force, and the Rajah of Tanjore agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the Rajah further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that so long as it shall last the said Company shall possess full authority over the Tanjore country, and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Rajah one lakh of Pagodas (1,00,000) per annum, and one-fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Tanjore country shall be restored to the Rajah, except in certain cases, which are hereinafter mentioned.

ARTICLE 4.

The Rajah of Tanjore agrees to pay to the said Company, for the purpose of mutual defence, the sum of three lakhs and fifty thousand (3,50,000) Star Pagodas annually as his share of the expenses for the military force; and also in consequence of an agreement between the said Company and the Nawab of the Carnatic, a further sum of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas annually on account of the peshcush payable from Tanjore to the said Nawab, and by him transferred in absolute right to the said Company; and the said Rajah further engages to pay the sum of sixty thousand (60,000) Star Pagodas per annum towards the discharge of certain debts sanctioned by the said Company and specified in the Schedule hereunto annexed, No. 2, which further sum of sixty thousand (60,000) Star Pagodas shall cease on the full liquidation of the said debts.

ARTICLE 5.

Although the sums above mentioned constitute the regular stated payments for which the Rajah of Tanjore is to be accountable, under the heads of subsidy, peshcush, and private debts, yet the said Company, considering the actual state of the Tanjore country, which has for many years been declining in its revenue, and desirous of affording the said Rajah as much present relief as may be consistent with the absolute necessities of their own Government, in the confidence that he will turn it to the improvement of his country and the comfort of his people, agree that a temporary suspension shall take place with respect to a part of the annual payment stated in the foregoing Article, that is to say, for three years, commencing with the present Fusly, or 12th July last, they consent the annual demand of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas on account of peshcush shall be postponed, and that the amount which at the expiration of that period will become due, being three lakhs forty-two thousand eight hundred and fifty-five (3,42,855) Star Pagodas, shall be added to the arrears owing by the said Rajah on his former engagement; and the said Rajah agrees, towards the liquidation of this aggregate balance, to pay fifty thousand (50,000) Star Pagodas, per annum, commencing

from the 12th July last, and to be continued till the whole shall be discharged; and after the expiration of three years to pay his annual peschush of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas regularly as it becomes due. Thus the whole sum to be paid, after the expiration of three years, will be five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas for account of the said Company, and sixty thousand (60,000) Star Pagodas per annum for account of the private creditors.

ARTICLE 6.

In order to make good the sum stipulated to be paid annually for three years, namely, three lakhs and fifty thousand (3,50,000) Star Pagodas on account of the Rajah's share of the military expense, fifty thousand (50,000) Star Pagodas on account of arrears, and sixty thousand (60,000) Star Pagodas on account of private debts, the said Rajah agrees to pay the amount of the said three sums, being four lakhs sixty thousand (4,60,000) Star Pagodas, into the Company's treasury at Madras, at the following periods:

1st November	30,000	Brought forward	2,10,000
„ December	40,000	1st April	50,000
„ January	40,000	„ May	50,000
„ February	50,000	„ June	50,000
„ March	50,000	„ July	1,00,000
Carried over	2,10,000	Star Pagodas	4,60,000

And it is mutually agreed that at the end of three years, when the additional payment of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas per annum is to commence, a proportionable increase shall take place in each of the above instalments, and that on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on that account.

ARTICLE 7.

If, contrary to the intentions of the said Rajah, any part of the sums mentioned in the instalment or kistbundy, fixed by the foregoing Article, shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Company shall assume the management of, and make the collection of, the revenues from the districts mentioned in the Schedule No. 1, hereunto annexed, according to the following conditions; and for this the present engagement shall be considered sufficient authority, the said Company through their President in Council at Fort St. George giving immediate and explicit information, according to the tenor thereof, to the said Rajah, who shall, on the arrival of the Company's officers in the said districts, recall all his officers, except one in each district, which officer shall remain at the sudder cutcherry, and shall be furnished annually by the officer of the said Company with copies of the sudder cutcherry accounts of the gross collections, and of the net receipts, under the attestation of the officer of the said Company and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of the nine kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is hereby also mutually agreed that an account, called "balance account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Rajah and the said Company, in which the said Rajah shall be debited for the balance accrued in his above stipulated payments and also for the amount deducted as above from the nine kists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same until, in consequence of the full liquidation of the private debts, and diminution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the 4th Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah.

Third.—Whenever the said district or districts thus assumed shall be restored, according to the above condition, it is agreed that in case any of the kists for the sum remaining due, after the deduction of the sum of sixty thousand (60,000) Star Pagodas, that is to say, for the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen in the payment of the kists, and shall give credit to the said Rajah for the surplus and subsequent net revenues, in the part payment of the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, anything contained in the 3rd Article of the present engagement to the contrary notwithstanding; and the said Company agree to give to the said Rajah credit for the net revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 1 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Rajah agrees that he will not grant tunkaws or assignments on any account on the revenues thereof; and if, contrary to this condition, any tunkaws or assignments should exist when the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Rajah to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted; and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Rajah, shall assemble on the first day of August of every year, commencing with 1793, for the purpose of adjusting and of drawing out a fair and equitable statement thereof.

ARTICLE 8.

In case the said Rajah shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Rajah to the President in Council of Fort St. George of the necessity for employing such troops, and of the objects to be obtained thereby; and the said Rajah agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters; and it shall be at the option of the said Rajah to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account, called "balance account," as more particularly explained in the second condition of the 7th Article.

ARTICLE 9.

The said Rajah shall receive regular information of all negociations which shall relate to declaring war or making peace wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Rajah shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties, contiguous thereto; and the said Rajah agrees that he will not enter into any negociations or political correspondence with any European or native power without the consent of the said Company.

ARTICLE 10.

The said Rajah agrees to allow for the support of Serfojee, the adopted son of the late Rajah Tooljajee deceased, the sum of eleven thousand (11,000) Star Pagodas per annum, and for the maintenance of the widows of the said Tooljajee the further sum of three thousand (3,000) Star Pagodas each

per annum; which payments shall be made, by equal monthly instalments, into the hands of the Company or whomsoever they may appoint to receive them, and applied to the above purposes, according to their discretion.

This Treaty, consisting of ten Articles and having two Schedules annexed thereto, marked Nos. 1 and 2, shall be in force and shall have effect from the 12th day of July 1792, corresponding with the 22nd day of the month Zekaida, 1206 Hegira, and the contracting parties having affixed their respective seals and signatures to two counterparts on the dates undermentioned, that is to say, the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George shall affix his seal and signature to one counterpart, on the part of the Honorable English East India Company, and His Excellency Ameer Sing, Rajah of Tanjore, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Fort St. George the eleventh day of June, one thousand seven hundred and ninety-three.

(Sd.) CHARLES OAKELEY.
„ E. W. FALLOFIELD.

Schedule No. 1.

List of districts with the amount of the net revenues from each at which they shall be estimated and assumed, according to the 7th Article of the accompanying Treaty, in force from the 12th July, corresponding with the 22nd Zekaida 1206 Hegira.

	Star Pagodas.
Manargoody—net revenue	2,45,198
Tuvady „	1,49,609
Mayaveram „	1,64,668
Putticotah „	27,638
Star Pagodas	5,87,113

By the first condition of the 7th Article of the said Treaty, it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear.

The said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrear.

Signed and sealed at Fort St. George the eleventh day of June, one thousand seven hundred and ninety-three.

(Sd.) CHARLES OAKELEY.
„ E. W. FALLOFIELD.

SCHEDULE No. II.

Schedule of private debts referred to in the 4th Article.

Mr. Alexander Brodie	Star Pagodas		99,254
Mr. Duncan Baine	,,		30,000
Sir George Ramsay	,,		20,000
Colonel Maclegan	,,		72,000
Major (or Captain) Burrows	,,		26,100
Mr. Whyte		5,706	
Received		1,000	
			4.706
Mr. Swartz, for money subscribed by gentlemen for the benefit of orphans			1,000
	Star Pagodas		2,53,060

The above debts bear interest at the rate of twelve per cent. per annum.

No. XVI.

TREATY with the RAJAH OF TANJORE, 1799.

TREATY for cementing the FRIENDSHIP and ALLIANCE between the HONORABLE COMPANY and HIS EXCELLENCY the RAJAH of TANJORE and for establishing the GOVERNMENT of Tanjore on a permanent foundation.

Whereas the stipulations and conditions of the Treaty of 1792 concluded between the Honorable Sir Charles Oakeley, Baronet, Governor in Council of Fort St. George, and His Excellency Ameer Sing, late Rajah of Tanjore, have been found inadequate to the intentions of the contracting parties; and whereas His Excellency Maharajah Serfojee, Rajah of Tanjore, has, by a certain instrument under his signature previous to his elevation to the musnud of his ancestors, engaged to consent to such arrangements as may be deemed expedient for the better management of the country of Tanjore, particularly for the due administration of justice, and also for securing to the Honorable English East India Company a regular discharge of their existing and future demands on Tanjore; wherefore the present Treaty is concluded between His Excellency Serfojee, Rajah of Tanjore, on his own part, and Benjamin Torin, Esquire, Resident at Tanjore, on behalf of the Company, being invested with full powers by the Right Honorable the Earl of Mornington Bahadoor, Governor General of Bengal, according to the following Articles:—

ARTICLE 1.

Such parts of all former Treaties with the former Rajah of Tanjore as are intended to establish the friendship and alliance between the Honorable

Company and His Excellency the Rajah of Tanjore are hereby strengthened and confirmed, and the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both.

ARTICLE 2.

The several provisions heretofore established for enabling the contracting parties to carry the spirit and intention of the preceding Article into execution having proved defective, and the result of an enquiry instituted by the authority of the Right Honorable the Governor General in Council, with the previous written consent of His Excellency Maharajah Serfojee, for the purpose of ascertaining the actual state and condition of the country of Tanjore, having proved that it is become indispensably necessary to establish a regular and permanent system for the better administration of the revenues of the said country, it is stipulated and agreed that all former provisions for securing a partial or temporary interference on the part of the Honorable Company in the government or in the administration of the revenues of the country of Tanjore shall be entirely annulled, and that in lieu thereof a permanent system for the collection of the revenue and for the administration of justice shall be established in the manner hereafter described.

ARTICLE 3.

The Honorable Company shall be at liberty as soon as possible to ascertain, determine, and establish rights of property, and to fix a reasonable assessment upon the several soubahs, pergunnahs, and villages of the country of Tanjore, and to secure a fixed and permanent revenue, and the said assessment as ascertained and fixed shall not be liable to change, but shall be collected according to fixed rent-rolls by such officers as shall be appointed for that purpose.

ARTICLE 4.

A court or courts shall be established for the due administration of civil and criminal justice under the sole authority of the English East India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Fort St. George for the time being, and shall in no instance whatever be subject to the control, authority, or interference of the said Rajah, but shall be conducted according to such ordinances and regulations (framed with due regard to the existing laws and usages of the country) as shall from time to time be enacted and published by the said Governor in Council.

ARTICLE 5.

The revenues shall be collected according to the rates of assessment to be established by the third Article by the said Governor in Council for that purpose, and the said Rajah shall exercise no control whatever, nor in any manner interfere in the administration of the said revenues.

ARTICLE 6.

Whereas it is stipulated and agreed by the fifth Article of the Treaty of 1792 that the payment to be made to the Honorable Company by His Excellency the Rajah shall amount to five lakhs seventy-four thousand two hundred and eighty-five Pagodas per annum, under the different denominations of subsidy, peshcush, public and private debts, it is now stipulated and agreed that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the manner hereafter provided, the said Company charging themselves with the payment of that part of the registered private debt which has not already been transferred to their account.

ARTICLE 7.

In lieu of the said stipulations in the fifth Article of the Treaty of 1792, it is hereby stipulated and agreed that His Excellency the Rajah shall in all cases receive annually one lakh of Star Pagodas, which shall be considered to be the first charge payable from the net revenues of Tanjore. In addition to the said sum of one lakh of Star Pagodas, His Excellency shall receive a proportion of one-fifth, to be calculated on the remainder of the net revenue after deducting all charges of collection, of whatever description, and the charge specified in the following Article.

ARTICLE 8.

It is stipulated and agreed that the sum of twenty-five thousand Star Pagodas shall in all cases be appropriated to the support of the late Rajah Ameer Sing, and shall be considered as a charge on the revenue to be deducted previous to the calculation of the proportion of one-fifth abovementioned. The residue of the revenues, after the foregoing deduction, shall be at the disposal of the said Company.

ARTICLE 9.

It is stipulated and agreed that the Rajah shall be treated on all occasions, in his own territories as well as in those of the Company, with all the attention, respect, and honor which is due to a friend and ally of the British nation.

ARTICLE 10.

Whereas His Excellency the Rajah has had occasion to complain of inconvenience to His Excellency and his servants, from the present mode of garrisoning His Excellency's hereditary fort of Tanjore by a part of the Honorable Company's troops, it is stipulated and agreed, with a view to the accommodation and satisfaction of His Excellency, that the said fort of Tanjore shall be evacuated by the Company's troops entirely, and that His Excellency shall be at full liberty to garrison the said fort in such manner as to him shall seem fit.

Provided always, that in the event of an invasion of the territories of the Company or of their allies, or in the event of any failure in the due

performance of the engagement contracted by His Excellency the Rajah, the said Company shall again have power to occupy the said fort as a military post for the protection and mutual interests of the contracting parties; the said Company binding themselves to evacuate the said fort as soon as the reasons for not re-occupying it shall no longer exist.

ARTICLE 11.

His Excellency the Rajah stipulates and agrees that the said fort shall in no case whatever become an asylum for public offenders or for persons desirous of escaping from the jurisdiction of the courts of civil and criminal justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honorable Company; and His Excellency the Rajah further agrees to deliver up all such persons without delay on application from such officer or officers as the Governor in Council of Fort St. George shall appoint for the purpose.

ARTICLE 12.

In complaints brought before any of the courts of justice in which it shall appear, either by the application of the Rajah or the representation of the defendants, at or before the time of giving in his or her answer, or by the petition of the complaint, that both parties are relations, or servants, or dependants of His Excellency, or inhabitants usually resident within the fort of Tanjore, it is stipulated and agreed that such parties shall, in the first instance, be referred for justice to the Rajah or to any person he may appoint to dispense it. Any complaint against the Rajah's relations, immediate servants, or others, residing in the fort of Tanjore, by persons of a different description shall, in the first instance, be made to the Company's representative at Tanjore, who shall refer it to His Excellency. The Rajah hereby engages to order an immediate investigation to be made in his court of justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, His Excellency engaging to bring it to a direct issue and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

ARTICLE 13.

In order that His Excellency the Rajah may have full satisfaction, in respect to the revenues of the territory hereby subjected to the management of the Company, His Excellency shall be at liberty to inspect the accounts of the head cutcherry, or collector's treasury, from time to time, or to station a vakeel or accountant, at his own expense, for the purpose of taking and transmitting to His Excellency copies of any or of all the accounts which shall be recorded in the head cutcherry or treasury of the collector.

ARTICLE 14.

Whereas a certain annual peshcush, amounting to two thousand Chuckrums, is payable by the Danish Government of Tranquebar for lands held of

the Rajahs of Tanjore in the vicinity of that place, it is stipulated and agreed that the said peshcush shall continue to be received by His Excellency the Rajah, without any deduction from His Excellency's proportion of the revenue, as hereinbefore stipulated.

ARTICLE 15.

And whereas it is necessary to the convenience and comfort of His Excellency the Rajah that certain supplies of rice, gram, and other grain should be supplied for the use of His Excellency, the Company bind themselves to furnish the said supplies as often as the Rajah shall find it necessary to apply for this purpose, His Excellency binding himself to pay for the said grain, with the charges of transportation, at the rate of the current prices for the time being.

This Treaty, consisting of fifteen Articles, being settled this day, the 25th October 1799, corresponding to the 12th of Alpeshy in the year Sedhartey, by Benjamin Torin, Esquire, on the part of and in the name of the Right Honorable Richard, Earl of Mornington, Governor General aforesaid, and by His Excellency Maharajah Serfojee Rajah, on his own part, the said Benjamin Torin, Esquire, has delivered to His Excellency Maharajah Serfojee Rajah one copy of the same, signed and sealed by himself, and His Excellency Maharajah Serfojee has delivered to Benjamin Torin, Esquire, another copy of the same, sealed and signed by himself; and Benjamin Torin, Esquire, engages that the said Treaty shall be ratified by the Right Honorable the Governor General under his seal and signature within forty-five days from the date hereof.

(Sd.) SRI RAM PERTAB. L. S.

III.—PUDUKATTAI.

The Pudukattai State is surrounded by the British districts of Tanjore, Trichinopoly and Madura. The British Government has no treaty with Pudukattai, and the Raja is exempt from tribute. The affairs of the State are under the general control, subject to the Madras Government, of the Collector of the Trichinopoly District, who is also Political Agent for Pudukattai.

The first connection of the British Government with this Chief, then usually called Tondiman, appears to have been formed at the siege of Trichinopoly in 1752, when the British army greatly depended on his fidelity and exertions for obtaining supplies. Subsequently he was very serviceable in the wars with Haidar Ali, and in the operations against the rebellious usurpers of the large zamindari of Shivaganga, in the Madura district, after the cession of the Carnatic. In 1803 the Chief solicited, as a reward for his services, favourable consideration to a claim preferred by him to the fort and district of Kilanelli situated in the southern part of Tanjore. He based his claim on a grant by Pratap Singh, Raja of Tanjore, and engagements which were afterwards entered into by Colonel Braithwaite, General Coote and Lord Macartney, on the faith of which he had retaken the fort from Haidar Ali. After a very complimentary review of Tondiman's services, the Government of Madras ceded (No. XVII) to him the fort and district of Kilanelli in 1803. The cession was afterwards confirmed by the Court of Directors, subject to the condition that the district should not be alienated, and that it should revert to the British Government upon satisfactory proof being given that the inhabitants were subjected to any oppressive system of management. Kilanelli yields a revenue of about Rs. 40,000 a year. The grant was also made subject to the yearly tribute of an elephant; but this was never insisted upon, and in 1836 was formally remitted.

Raja Vijaya Raghunatha Tondiman died on the 1st February 1807, leaving two sons, the elder of whom, aged eleven, succeeded. During the minority of the young Chief the Resident at Tanjore exercised strict supervision over the affairs of the State, and effected important reforms in the revenue, police and judicial departments. As the Raja grew older, this supervision was gradually lessened, till the Raja was placed in charge of the whole administration in about the year 1817.

Raja Vijaya Raghunatha Rai Tondiman Bahadur died in 1825, and was succeeded by his younger brother, Raja Raghunatha Tondiman, who died on the 13th July 1839, and was succeeded by his son, Raja Ramchandra Tondiman Bahadur. The Madras Government continued to Ramchandra Tondiman Bahadur the title of "His Excellency," which had been enjoyed by his father with the approval of the Court of Directors on the ground of his own merits and of the attachment to the British Government, so uniformly and zealously manifested by his ancestors. Until 1841 the administration was conducted by the widow, assisted by two Ministers; but in that year, in consequence of representations of injustice made by relations of the Raja, the Resident at Tanjore was directed to reside at Pudukattai as much as possible during the minority of the Chief and to superintend and control the administration, the conduct of which was to be entrusted, as before, to the Ministers of the Raja.

The Resident thereupon framed rules for the guidance of the Ministers, providing, *inter alia*, that all expenditure beyond certain limits, grants of land, assignments of produce, creation of offices, and increase or decrease of emoluments should be submitted for his sanction, and prescribing the mode in which public business should be carried on.

In the same year the Residency at Tanjore was abolished, and the Political charge of Pudukattai was entrusted to the Collector of Madura, one of the adjoining British districts. The administration of the State was prosperously conducted under his superintendence during the remainder of the minority. All debts were paid off, and a surplus was invested in the funds of the British Government.

After Raja Ramchandra Tondiman had attained his majority, the Government of Madras were obliged more than once to interpose and check the Raja's expenditure. The Court of Directors in 1805 had made it a condition, as shown above, that the grant to the Chief of the district of Kilanelli should be liable to resumption upon satisfactory proof that the inhabitants suffered from oppression. The Raja was therefore warned that, should he continue his reckless course of living, the British Government would be compelled either to withdraw the Political Agent from all connection with him, or to take the Pudukattai State under their own control and management, assigning the Raja a fixed personal allowance. Notwithstand-

ing all warnings, the Chief persisted in his extravagant career and contracted fresh debts as fast as his previous liabilities were discharged with the aid of the Political Agent. Accordingly in 1859, as a mark of the displeasure of Government, the title of "His Excellency" was temporarily withdrawn from the Raja, and he ceased to be honoured with any salute.

In 1862 a Sanad (No. XVIII) was granted to the Pudukattai Chief guaranteeing him the right of adoption.

In 1870 the title of "His Excellency" was restored to Raja Ramchandra Tondiman, on his amending the administration of his State. In 1884 the chief was granted a salute of 11 guns as a hereditary distinction, and the opportunity was taken to lay down that the personal title of "His Excellency" should no longer be enjoyed by Ramchandra Tondiman, but that there should be substituted for it the hereditary one of "His Highness."

Raja Ramchandra Tondiman died on the 15th April 1886, and was succeeded by his grandson and adopted heir, Martanda Bhairava Tondiman, who was born in 1876. During Raja Martanda Bhairava Tondiman Bahadur's minority the State was administered by a Diwan-Regent under the control of the Political Agent.

In 1887 the Diwan-Regent of Pudukattai agreed to certain arrangements for the suppression of the manufacture of earth-salt within the State, the British Government paying an annual sum of Rs. 38,000 as compensation to the State, and reserving to themselves the option of cancelling the arrangements, after sufficient notice, if they found it to be to their interest to discontinue them.

In 1893 arrangements were made for the amalgamation of the post offices in the State with the Imperial postal system.

In 1894 Raja Martanda Bhairava Tondiman Bahadur was invested with the administration of the State, subject to certain restrictions, which were relaxed to some extent in 1899. He is assisted by a Council consisting of the Diwan and one other. He visited England in 1898 and 1900, and in 1903 he went to Europe for the benefit of his health. In April 1906 he again visited Europe.

In order to co-operate with the Government of India in the suppression of smuggling, the Darbar undertook in 1900 to obtain all opium, and in

1901, all ganja, required for consumption in the State from the Government storehouses in the Madras Presidency.

In 1903 an agreement was made between the State and the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made in 1904 between the State and the Mysore Darbar.

The political charge of Pudukattai was held by the Collector of Madura, from 1841 till 1865, when it was entrusted to the Collector of Tanjore; since 1874 the Political Agent has been the Collector of Trichinopoly.

Nazarana is not taken on succession.

The area of the State is 1,100 square miles; the population, according to the census of 1901, is 380,440; and the revenue from all sources about 12 lakhs independent of alienations. The military force consists (1905) of 19 cavalry, 109 infantry (2 of whom perform the duties of artillery men), 6 serviceable and 21 unserviceable guns.

The Chief receives a salute of 11 guns, which was fixed in 1884.

No. XVII.

GRANT of the FORT and DISTRICT of KEELANELLY to TONDIMAN—1803.

Captain Blackburne, the Resident at Tanjore, having communicated to me an explanation of the nature of the claims which you stated by my desire to that officer, I have in consequence caused particular enquiry to be made respecting the grounds of your right to the district of Keelanelly, and the result of the information which I have received, combined with the testimonies which have been brought to my attention of the fidelity and attachment to the interests of the Honorable Company's Government which have marked the conduct of yourself and your ancestors, have determined me to cede to you the possession of that territory, for the purpose of recompensing the services of your family, and of affording a distinguished example of the disposition of the Company's Government to reward with liberality those persons who adhere with fidelity to its interests and confidence in its protection.

I shall in consequence direct measures to be taken for defining the limits of the district of Keelanelly according to its extent when formerly in your possession, in order that it may be separated from the territory of the province of Tanjore and transferred to you.

It is my intention that you and your descendants shall hold the district in perpetual lease, subject to the tribute of an elephant to be presented annually to the British Government. But as the orders which I am about to issue on this subject must be dependent on the confirmation of the Honorable Court of Directors, you will not consider the arrangement to be permanent until it shall have been ratified by the Honorable Court of Directors. In the meantime, however, I shall direct that you shall be placed in possession of the fort of Keelanelly, and that you shall enjoy the revenues of the district until the final decision of the Court of Directors on your claim shall have been made known to this Government.

With respect to the honorary marks of distinction which Captain Blackburne has informed me that you are desirous of possessing, I have determined that you and your descendants shall be permitted to assume the distinguishing marks of two gold chobdar sticks conformably to the wish which you have expressed on that subject; and as a token of my approbation I have desired that two gold sticks of that description shall be prepared and presented to you in my name.

What more?

(Sd.) CLIVE.

Fort St. George, 8th July 1803.

To Tondiman.

I have received your letter of the 1st of January last, and have issued directions through the Board of Revenue to the Collectors of the northern division of Arcot, for facilitating your wishes with respect to the oblations which you are desirous of offering at the Pagoda of Tripathy.

You were informed by a letter from Lord Clive, dated the 8th July 1803, of the tenure on which His Lordship was pleased to place you in possession of the district of Keelanelly as a reward for your fidelity and that of your family to the British Government.

The subject having been referred to the Honorable the Court of Directors, agreeably to the intention stated in Lord Clive's letter, I have now to acquaint you that I have received the decision of the Honorable Court on that reference, and that the grant of Keelanelly to you and your family has been confirmed by the Court of Directors, subject, however, to the "express condition that the district shall not be alienated, and that it shall revert to the Company upon satisfactory proof being given that the inhabitants labor under any oppressive system of management."

Provided that the above conditions shall be observed, you and your descendants will continue in the uninterrupted possession of the district in question.

What more?

(Sd.) BENTINCK.

Fort St. George, 7th March 1806.

No. XVIII.

ADOPTION SUNNUD granted to the RAJAH of POODOOCOTTAH—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements, which record its obligations to the British Government.

(Sd.) CANNING.

11th March, 1862.

IV.—BANAGANAPALLI (BANAGANAPALLE).

From the earliest documentary evidence on record it appears that in 1761 the Nizam appointed one Husain Ali Khan as *Kilahdar* and *Faujdar* of Banaganapalli in the place of one Muhammad Beg Khan. A few years afterwards the country fell under the dominion of Mysore, and a letter, in which Tipu, on the death of his father, Husain Ali Khan, in 1783, conferred the jagir upon Ghulam Ali Khan, a minor, shows that the latter's possession of the estate had been duly recognized by Tipu. Soon after 1783, however, Tipu ordered the confiscation of the jagir. Some seven years afterwards, according to the family traditions, Ghulam Ali Khan and his uncle, Asad Ali Khan, defeated Tipu's deputy and regained the possession of Banaganapalli. From certain correspondence of 1800 it appears that Asad Ali Khan (Muzaffar-ul-Mulk) and Ghulam Ali Khan (Mansur-ud-dowlah) had been recognized by the Nizam as joint jagirdars, and when Banaganapalli was ceded, along with other territories, to the British Government by the Treaty of the 12th October 1800 (see No. X, Vol. IX) it was agreed, in accordance with the stipulation of the Nizam, who represented that the jagir was the "sole means of subsistence of a numerous family," to allow Banaganapalli to remain in jagir to Muzaffar-ul-Mulk and his family, subject to the paramount authority and control of the East India Company as Sovereigns of the whole of the Nizam's late possessions south of the Tungabhadra and Kistna rivers below their junction.

Whatever had been the precise relations of the jagirdars to the Court of Hyderabad, the British at first neither levied tribute from them, nor, as far as can be ascertained, exercised any authority over them. Indeed the jagirdar, till as late as 1821, seemed to consider himself still dependent on the Nizam. He resided at Hyderabad, and civil and criminal justice were nearly at an end. Internal government went from bad to worse, and at times shameful disorder prevailed. Finally, in 1831, the jagirdar was himself driven out of the country and took refuge in British territory. These disturbances induced the British Government to decide to resume the jagir in 1832. The Government did not at this time consider that they were pledged to its continuance, and a proclamation notifying the resumption was issued in 1835. From 1835 to 1848 the State was accordingly administered by the Madras Government. The stipulation of the Nizam about the continuance of the jagir was, however, brought to notice in 1837, and the

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Court of Directors decided in the following year that the Nizam's stipulation entitled the holder of the state to be treated as a hereditary jagirdar, and that the resumption must be cancelled and the jagir restored as soon as it was free from debt.

In 1848 the accounts were closed, and the jagir was restored to Husain Ali Khan, the eldest surviving heir. Husain Ali Khan died before a sanad confirming the grant could be issued. He was succeeded by his nephew, Ghulam Ali Khan, to whom a Sanad (No. XIX) was issued in 1849. This renewed to him and his heirs their former rights and privileges, and conferred power to administer civil and criminal justice, except in cases involving capital punishment. It was further provided that no grants should be made without a written document, distinctly specifying that each alienation should hold good only so long as the jagir should remain in the enjoyment of the grantee. At the same time all frontier duties were abolished.

In 1862 a Sanad (No. XX) was granted to the jagirdar guaranteeing that the British Government would permit and confirm any succession to the estate which might be legitimate according to Muhammadan law. Ghulam Ali Khan, who had been appointed to be a Companion of the Star of India, died in October 1868, and his nephew and son-in-law, Saiyid Fateh Ali Khan, was recognised as his successor.

In 1876, on the occasion of the visit of His Royal Highness the Prince of Wales, the title of Nawab was granted to Fateh Ali Khan as an hereditary distinction, and at the Delhi Darbar, held on the 1st January 1877, he was appointed to be a Companion of the Star of India.

The manufacture of earth-salt in Banaganapalli was stopped in the years 1880 and 1881; and the British Government pays the jagirdar Rs. 3,000 annually as compensation on this account.

In 1898 the Banaganapalli postal system was amalgamated with the Imperial Post.

In 1901 the Nawab, in order to assist the Government of India in the suppression of smuggling, agreed always to obtain from the Government depôt at Madras all opium required for consumption in the jagir.

In 1903 a mutual agreement was made between the Nawab and the Hyderabad Government to waive all claims on account of expenditure

incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made with the Mysore Darbar in 1904.

In 1905 the Government of India gave their consent to an agreement made with the Darbar for the suppression of *ganja* cultivation in the State, whereby the Nawab undertook to prohibit its cultivation; to allow officers of the Madras Salt Abkari and Customs Department, of and above the grade of Sub-Inspectors, to inspect his villages; and to obtain the *ganja* required for consumption in his State from one of the Government storehouses in the Madras Presidency. As compensation the Nawab receives an annual payment of Rs. 3,060.

In consequence of Saiyid Fateh Ali Khan's misgovernment he was removed in February 1905 from the direct administration of the State, which was placed under the management of an Assistant Political Agent. On the 21st April of the same year Fateh Ali Khan died, and was succeeded by his eldest son, Saiyid Ghulam Ali Khan, who was born in 1874. The Nawab has not yet (1906) been given a Sanad and is being trained under the Assistant Political Agent in whose hands the administration of the State at present continues.

The area of Banaganapalli is about 255 square miles; the population, by the census of 1901, amounts to 32,264. The average revenue is about Rs. 2,50,000 a year.

The State has been exempted from the payment of nazarana on succession.

The Collector of the Karnul District is *ex-officio* Political Agent for Banaganapalli.

The Nawab possesses (1905) 6 unserviceable guns. He is not entitled to a salute.

No. XIX.

SUNNUD issued to GHOLAM ALI KHAN, JAGHIREDAR of BUNGANPULLY—1849.

Whereas the Right Honorable the Governor in Council of Fort Saint George was pleased, on the 12th July 1848, to confer upon Hossain Ali Khan and his heirs for ever in jaghire the lands of Bunganpully, free of peshcush and pecuniary demand; and Whereas the said Hossain Ali Khan has demised before the issue of a Sunnud to confirm the same, and Gholam Ali Khan has been recognised and acknowledged by the Government of Fort Saint George as his successor and representative: this Sunnud is granted to the said Gholam Ali Khan as the present Jaghiredar.

The Jaghire of Bunganpully, conferred as aforesaid upon Hossain Ali Khan and his heirs for ever free of peshcush and pecuniary demand, is hereby confirmed to you, Gholam Ali Khan, as the representative of the said grantee, Hossain Ali Khan, now deceased.

You, therefore, shall have the general management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the undermentioned conditions:—

You shall at all times maintain faith and allegiance to the Honorable Company; their enemies shall be your enemies, and their friends shall be your friends; you shall assist the Honorable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Bunganpully.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honorable Company for the good government of your jaghire and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rent free or on payment of favourable quit-rent, you shall notify the

particulars and conditions of such alienation to the Agent to the Governor of Fort Saint George, at Kurnool, or to any other officer who may from time to time be appointed by the Madras Government for the purpose, and you shall not confer any such enam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jaghire by the grantee.

Given under the seal of the Honorable Company, and signature of the Right Honorable the Governor in Council in Fort Saint George, this twentieth day of March one thousand eight hundred and forty-nine.

(Sd) HENRY POTTINGER.

Entered in the Secretary's Office. „ G. H. F. BERKELY.

By order of the Right Honorable „ D. ELIOTT.

the Governor in Council.

(Sd.) H. C. MONTGOMERY,

Secretary to Government.

No. XX.

ADOPTION SUNNUD granted to the JAGHIREDAR of BUNGANPULLY—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements, which record its obligations to the British Government.

(Sd.) CANNING.

The 11th March 1862.

A similar Sunnud was granted to the Jaghiredar of Sundoor.

V.—SANDUR.

Sandur is a small valley lying between two chains of lofty hills on the west of the town of Bellary. It contains a fort which was built by Haidar Ali and Tipu Sultan at great expense, but which is not now kept up.

The Maratha State of Sandur was founded by Siddoji, the grandson of Malloji Rao Ghorpade, an officer in the service of the Sultan of Bijapur, and formed a part of the possessions of his eldest son, Morari Rao, the Maratha Chief of Guti. Haidar Ali took Guti from Morari Rao and sent him to Kopaldrug, where he died soon afterwards. Haidar annexed Sandur and began the fort of Krishnanagar which is still standing. It was finished and garrisoned by his son, Tipu. Morari Rao's distant cousin and adopted son, Shiva Rao Bapa, fell in battle, about 1785, in a vain attempt to turn Tipu's troops out of Sandur, and was succeeded by his son Siddoji, only two years old, under the guardianship of his uncle, Venkat Rao. In 1790, Venkat Rao, on behalf of his nephew, with a party of their own adherents and the assistance of the inhabitants of Sandur, expelled the Governor of Tipu Sultan's fort and got possession of the place. They were allowed to retain it after the peace in 1792 as part of the ancient inheritance of their family.

Siddoji died without issue in 1796, on which his uncle Venkat Rao asked Daulat Rao, the half-brother of Morari Rao, to allow one of his sons to be adopted by Siddoji's widow, but the request was refused. Venkat Rao then made the same request of Yeshwant Rao, who also refused, but said that one of the sons of his younger brother, Khandi Rao, might be adopted. Khandi Rao consented and gave his son, Shiva Rao, who succeeded to the jagir in 1799. None of the descendants of Morari Rao ventured to reside in Sandur during the life of Tipu, because they were completely surrounded by his dominions, and were afraid of being seized by treachery. But on the death of Tipu, at the fall of Seringapatam in 1799, Venkat Rao and Shiva Rao went to Sandur, and Shiva Rao was jagirdar when the districts of Bellary and Cuddapah were ceded to the British Government.

The Peshwa about the same time issued a sanad, granting Sandur as a jagir to Yeshwant Rao mentioned above. No prominence was given to this sanad until some years after, when Yeshwant Rao sent a copy of it with a letter to Venkat Rao, saying at the same time that he wished to avoid dissensions in their families. Venkat Rao, therefore, sent for Narsingha

Rao, the second son of Yeshwant Rao, in 1804, and gave him an allowance of 100 Pagodas monthly. But as Narsingha Rao attempted to intrigue in his own interests, he was dismissed in 1808, and Shiva Rao continued to hold the estate as an independent jagirdar until the Maratha war. The Peshwa indeed always regarded him as a rebellious vassal, and endeavoured, in 1815, without success however, by fraud and stratagem on pretence of making a pilgrimage to the temple of Kumaraswami, to get possession of the place.

The treaty of Bassein, however, bound the East India Company to assist the Marathas in reducing refractory vassals, and Shiva Rao was summoned by Brigadier-General Munro to surrender Sandur, and was promised a jagir of nine thousand rupees in any part of British territory which he might select. Accordingly, Shiva Rao surrendered his fort and valley on the 27th October 1817. It was at first intended that the territory of Sandur should be annexed to the British dominions; that Shiva Rao should have other territory assigned him, subject to the laws and regulations of the British Government; and that his authority over the inhabitants of his future jagir should be that only of an ordinary zamindar. He was granted as his jagir Hirehalu and eight other villages which he had selected. But after the lapse of a few months, owing to the change in its relations with the Peshwa, the Madras Government on the recommendation of Brigadier General Munro determined to restore the jagir of Sandur to Shiva Rao; and the Collector of Bellary was directed, in June 1818, to deliver over both the fort and district of Sandur to him without delay. This order was immediately carried into effect; but the terms on which the jagir was to be held were not finally settled for some years. In 1826 a formal Sanad (No. XXI) was given to Shiva Rao. It conferred upon him and his heirs for ever the jagir of Sandur free of all pecuniary demands; and delegated to the jagirdar the entire management of revenue, police and civil justice, subject to the condition of his maintaining allegiance to the British Government. He was also bound to keep a strict watch over the public peace of the jagir; not to afford an asylum to offenders from British territory, but to deliver them up, and assist the officers of Government sent in pursuit of them; and to cause justice to be done to the inhabitants of the British territory and others who might have pecuniary claims on any of the inhabitants of Sandur. It was further stipulated that the jagirdar should be answerable for the good government of his jagir, to ensure which the interposition of the Madras Government, when necessary, was provided for.

Shiva Rao remained in undisturbed possession till his death, which occurred on the 2nd May 1840. He left no son of his own, but had adopted Venkat Rao, the son of his brother, Bujanga Rao, as his heir.

The title of Venkat Rao Hindu Rao Ghorpade to succeed was acknowledged by Government, and a Sanad (No. XXII.) was granted to him in 1841. The terms of the sanad are the same as those granted to Shiva Rao, with the exception that a provision was entered prohibiting punishment by mutilation; and that the jagirdar was restricted from passing capital sentences, or executing persons capitally convicted, without the previous sanction of Government.

In 1847, the jagirdar agreed (No. XXIII) to the establishment of a sanitarium for British troops on the tableland of Ramandrug, and to cede police and magisterial jurisdiction over the hill. The jurisdiction of the criminal courts of the Bellary district was thereupon extended to this tract. An annual quit-rent is paid to the jagirdar for the ground occupied for public and private purposes.

Venkat Rao died in 1861, and was succeeded by his eldest son, Shiva Shanmukha Rao. He was a minor, and was not entrusted with the management of the jagir until 1863, when the Sanad of 1841 was renewed (No. XXIV) in his favour. In 1876, he received the title of "Raja" as an hereditary distinction, and it was at the same time ruled that the title might be assumed by his successors on their succession to the jagir being formally recognised by the British Government.

In 1862, a Sanad (No. XX) was granted to the jagirdar guaranteeing him the right of adoption.

Shiva Shanmukha Rao died on the 3rd May 1878, and was succeeded by his brother, Raja Ramchandra Vital Rao Sahib; and on the latter taking over the administration in 1879, the Sanad of 1841 was again renewed. Raja Ramchandra Vital Rao Sahib was made a Companion of the Indian Empire in July 1892, and died on the 3rd December of the same year. He was succeeded by his son, Venkata Rao, who was born on the 10th July 1892. The latter was recognised as Raja in 1893, and is being (1906) educated by a private tutor. During his minority the administration of the State was entrusted first of all to the Raja's uncle, Maloji Rao Bala Sahib Ghorpade, who conducted its affairs till the 14th March 1901 under the designation of Manager, and then to a Diwan, who is subject to the control of the Political Agent.

No legislation is undertaken in Sandur, but such of the Acts of the Legislative Councils of the Governments of India and Madras as appear to the administration to be suited to the State, are brought into force by publicly notifying that they have been adopted.

In 1901 an agreement was made whereby the State undertook always to obtain its supply of opium from the Government depôt at Madras.

In 1903 Sandur joined Cochin, Travancore, Banaganapalli, and Pudukattai in agreeing with the Hyderabad Government that all claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other should be mutually waived. A similar arrangement was made with the Mysore Darbar in 1904.

The jagir has been exempted from the payment of nazarana on succession.

The area of Sandur is about 161 square miles; the population, according to the census of 1901, is 11,200; the average gross revenue is about Rs. 52,000, of which about Rs. 20,000 is realised from land. The Political charge of Sandur is in the hands of the Collector of the British district of Bellary.

The jagirdar has (1905) two guns, classed as serviceable. He is not entitled to a salute.

No. XXI.

SUNNUD TO SHEVA RAO GOREPARA, JAGHIREDAR of SUNDOOR—1826.

The Honorable the Governor in Council of Fort St. George has been pleased to confer in jaghire on you and your heirs for ever the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire and also the duty of administering civil justice, subject to the undermentioned conditions :—

You shall at all times maintain faith and allegiance to the Honorable Company; their enemies shall be your enemies and their friends shall be your friends. You shall assist the Honorable Company to the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

You shall be answerable to the Honorable Company for the good government of your jaghire, and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Honorable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honorable Company and signature of the Governor in Council, in Fort Saint George, this 7th day of July one thousand eight hundred and twenty-six.

L. S.

(Sd.) T. MUNRO.

„ G. T. WALKER, *Lieut.-Genl.*

„ H. T. GRŒME.

Entered in the Secretary's Office.

By order of the Honorable the Governor in Council.

(Sd.) J. M. MACLEOD,

Secretary to Government.

No. XXII.

SUNNUD to VENCUT ROW GORPADAY, JAGHIREDAR of SUNDOOR—1841.

The Right Honorable the Governor in Council of Fort Saint George has been pleased to renew in your name the Sunnud granted to Sheva Rao Gorepara, under date the 7th July 1826, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire; and also the duty of administering civil justice, subject to the undermentioned condition:—

You shall at all times maintain faith and allegiance to the Honorable Company; their enemies shall be your enemies and their friends shall be your friends; you shall assist the Honorable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall not afford an asylum to offenders from the Company's district but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honorable Company for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Right Honorable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honorable Company and signature of the Governor in Council, in Fort Saint George, this twelfth day of January, one thousand eight hundred and forty-one.

Entered in the Secretary's office.
By order of the Right Honorable the Governor in Council.

Seal.

(Sd.) ELPHINSTONE.
" ——
" ——
" JOHN BIRD.

(Sd.) R. CLERK,
Secretary to Government.

No. XXIII.

ENGAGEMENT of the JAGIRDAR of SUNDOOR to cede lands for a BRITISH SANITARIUM at RAMANDRUG—1847.

I, Vencut Rao Hindoo Rao Ghorpada Mamalkatmadar Sanapatti, the Somistanic of Sundoor, do execute this Tahanamah to the following effect:—The table-land on Ramgad, situated in my jaghire, being suitable for the residence of Europeans, some gentlemen have already built their bungalows on it, while others are likely to do so; and moreover the subject of erecting barracks by Government at the place is under consideration, I have, therefore, been desired by A. Mellor, Esq., the Collector of Bellary, to state, for the information of Government, on what conditions I would willingly give up the said table-land, and I have entered into the following agreement:—

1st.—The ownership of the said land of Ramgad shall as usual remain firm to me. There shall be no objection on my part to the grant on fixed rent of as much of the land as may be required for Government as well as for officers to build their own houses, etc., upon. The area of the land already occupied by the bungalows of officers, as well as that to be built upon hereafter by Government and officers, shall be surveyed and assessed according to the local usage. The assessment to be paid every year to me.

2ndly.—I shall continue to receive whatever income may be derivable from rent of fruit trees, jungle, etc., connected with the said hill.

3rdly.—I have reserved for myself the power of renting out the sale of country arrack and toddy on the said hill, and of imposing a tax with their own consent on merchants who may open shops for trade there, and of levying the same. The Company's Government shall not interfere in the matter.

4thly.—It being probable that as European officers take up their residence on the said hill many servants, tradesmen, private persons, and others, will reside there, I have relinquished to the Company's Government the police and magisterial functions of maintaining peace and trying and punishing the offences committed by such people, such as violence, petty crimes, thefts, murder, etc. The Collector is to have jurisdiction in such matters.

5thly.—Whatever hidden property, such as money or other property and jewels, may be found in erecting bungalows and houses, or in excavating earth for any purpose on the land appertaining to the said hill, shall be delivered over to me; the Company's Government shall have nothing to do with it. I have thus executed this Tahanamah of my own free will, on this twelfth day of Shaban, corresponding with the month of Ashada of the year Plavungah—Katabat.

No. XXIV.

SUNNUD confirming SHANMUKHA ROW in the JAGHIRE of SUNDOOR—1863.

To

SHIVA SHANMUKHA ROW GHORPADY.

Jaghiredar of Sundoor.—1863.

His Excellency the Governor in Council of Fort St. George has been pleased to renew in your name the Sunnud granted to Vencat Row Ghorpaday, under date the 12th January 1841, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the undermentioned conditions.

You shall at all times maintain faith and allegiance to Her Majesty's Government; their enemies shall be your enemies and their friends shall be your friends. You shall assist Her Majesty's Government to the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the districts of the Government of India, but shall either deliver them up, or assist the officer of Her Majesty's Government who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the districts of the Government of India, and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you shall abstain from the punishment of mutilating criminals, and shall not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained; but shall refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to Her Majesty's Government for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of Her Majesty's Government should become necessary, the Governor in Council of Fort St. George will, in such case, take such measures as may appear just and proper for restoring order, and providing for the security of the people.

VI.—TRAVANCORE.

At the commencement of the eighteenth century the territory of Travancore was divided into a number of small Chiefships, which were constantly engaged in struggles with one another. During the course of the century these Chiefs were gradually brought under the authority of the Rajas of Travancore. In 1729 A. D., Martanda Varma ascended the *masnad*. He found the country in a very unsettled and troubled condition, quelled the rebellion of the local Chiefs, and displayed marked ability in dealing with and overcoming them. He annexed considerable territory, and, with the help of Captain D'Lannoy, a Flemish adventurer, organised the army. After completing his conquests he dedicated the country to Sri Padmanabha, the guardian deity of the land. He was the first to assume the title of 'Sri Padmanabha Dasa,' now the titular name of the ruling family. He died in 1758, and was succeeded by his nephew, Vanji Bala Rama Varma.

The English first settled in Travancore at Anjengo in 1684, when a commercial Resident, whose functions soon after became also political, was appointed. In the Madura and Tinnevelly campaigns, in 1756, the Travancore State gave, though indirectly, considerable assistance to the British authorities.

It is unnecessary to describe here the early relations* between the East India Company and the Rulers of Travancore before the complications with Mysore arose. But during the wars with Haidar Ali, and his son, Tipu Sultan, the British invariably found Raja Vanji Bala Rama Varma a steadfast ally; and he was accordingly included in the treaty framed in 1784 between the East India Company and the Sultan of Mysore. In 1788, when threatened by Tipu Sultan, the Raja entered into an Agreement (No. XXV) to allow two battalions of sepoys to be stationed on his frontier. In 1789, Tipu Sultan attacked the Raja, forcing the lines which had been erected for the defence of the country on its northern frontier towards Cochin, and cruelly devastating the Travancore State. In consequence of this attack on one of its allies, the British Government declared war with Tipu; and on the conclusion of peace in 1792, Tipu was compelled to restore all that he had wrested from the Raja of Travancore.

* A very complete and valuable collection of the early engagements and agreements connected with British affairs on the Malabar Coast has been published (Calicut, 1879) by Mr. W. Logan, late Madras Civil Service, and at one time Resident in Travancore.

Pepper of the kind which is produced in large quantities on the Malabar Coast had, from the earliest times of the Company's trade, formed one of the chief articles of export from Travancore. On the 28th January 1793 the Raja entered into an Agreement (No. XXVI), known as the Pepper Contract, to supply a large quantity of pepper to the Bombay Government for ten years, in return for arms and European goods.

In 1795, the Raja concluded a Treaty (No. XXVII), by which he engaged to pay an annual subsidy adequate to maintain three battalions of sepoys, together with a company of European artillery and two companies of lascars, to be always stationed, if the Raja desired it, in his country or on the frontiers near it, or in any other district within the company's possessions that he should prefer.

By a subsequent Treaty (No. XXVIII), concluded in 1805, his successor, Raja Rama Varma Perumal, agreed to pay annually, in addition to the subsidy, a sum sufficient to maintain one more regiment of the East India Company's native infantry; and, in case an additional force should be required for the defence of his territory against attack or invasion, to contribute such a sum as should appear to bear a just and reasonable proportion to his net revenues. It was further agreed that, in case the Governor-General in Council should consider that there were grounds for apprehending failure of funds to defray the expense of the permanent military force, or the extraordinary charges that might arise under the terms of the treaty, the British Government should have power either to introduce at their discretion such regulations and ordinances as might be deemed expedient for the internal management of the country, or to assume the direct management of such part or parts of the Raja's territories as might appear necessary to render such funds efficient and available in time of either war or peace. It was, however, stipulated that the Raja's actual receipts from his territorial revenues should not be less than two lakhs of rupees, together with one-fifth of the net revenues of the whole of his territories. The Raja at the same time promised always to pay the utmost attention to the advice of the British Government; to hold no communication with any foreign State; and to allow no European foreigner to join his service, or to remain within his territories, without the previous sanction of the British Government. Eventually, the subsidy payable by the Tranvancore State was fixed definitely at Rs. 8,00,000 per annum.

A sum of Rs. 13,319-8 a year is also paid by the Travancore State to the British Government, being the equivalent of the peshkash and nazarana* which the Raja agreed to pay to the Nawab of the Carnatic in 1764.

The administration of Raja Rama Varma Perumal, who succeeded Raja Vanji Bala Rama Varma in 1799, was a period of much confusion. In 1809 an insurrection broke out, which was put down by a British force. The State was required to defray the expense incurred by the British Government in this expedition, and a brigade was left at Quilon as a subsidiary force, agreeably to the treaty concluded in November 1795. The debts thus incurred were but tardily discharged, and the British Government were about to assume the internal administration of the country as the only means of ensuring their satisfactory settlement, when the Raja died in 1810.

* Translation of the Muchalkas and Kaulnama by which the Raja offered, and the Nawab accepted, this peshkash and nazarana.

First Muchalka.—"Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do repent of, and hereby own, all my former errors and declare upon the oath of my religion to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, that hereafter I shall never proceed against your wish in any manner whatsoever, that I shall ever with zeal maintain due obedience to your orders, that I shall afford every assistance in the affair of Tinnevelly and Madura, and that I shall besides send my select troops whenever they may be required by you for punishing Bahadur Naik without making any excuse; as the Taluk of Kalakad, etc., had not belonged to me I shall never claim it in any manner whatever; that with the exception of the villages of Shenkotta, I shall never encroach on any other ground even to the extent of one span beyond the boundary walls; that I shall permit the merchants of Tinnevelly to pass and repass through the ghats of Shenkotta and Arnenkavu; that I shall always consider the enemies of the Sarkar as my enemies and the Sarkar's friends as my friends; and that I agree to pay, without failure, the sum of two lakhs of Trewapur Rupees in cash, of which Rupees 1,50,000 on account of the former treaty, and Rupees 50,000 on account of the plunder committed in Kalakad, which amount shall be paid to your Sarkar through the shop of Manekji Panditha and Nalakunda Thakur residing at the Port of Madras and receipts obtained for the same. Independent of this I shall annually pay the amount for Shenkotta and the Pagoda of Cape Comorin, together with the fixed peshkash exclusive of Darbar charges according to Mamul formerly observed during the time of the Rajas of Trichinopoly; that I shall, without making any pretext of delay, be zealous and attentive in every business of your Sarkar according to what I have written above, and that in like manner my successors will behave themselves to Nawab Umdat-ul-Umara Bahadur and your other children. Of my own free-will and upon the oath of Padmanabha, my charity and my religion, I have written and given these few words, that I may never on any account whatsoever deviate from the same, and that this be considered as a Sanad in future, dated the 11th Rajab, 1180 Hijri.

Second Muchalka.—Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do hereby promise that the peshkash payable by your servant according to Mamul, *viz.*, 4 000 Tirmakuli Chakras and a large elephant with tusks fit for your Sawari, independent of the established Darbar charges, shall, without excuse and deferring, be annually delivered from Fasli 1176 to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur jang, Sipah Sardar, and should any difference appear in the payment of this peshkash according to my promise, I shall make good the same on its being proved, and pay to the Sarkar any fine that may in consequence be imposed upon me without objection. I have written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

The Raja was succeeded by Lachhmi Rani, who, according to the peculiar custom of the family of Travancore, assumed charge of the government until a male heir was born. She held it until 1814, during which time the British Resident, Colonel Munro, acted also as Minister, and by his judicious measures completely retrieved the condition of the country. Lachhmi Rani was succeeded by her eldest son, and the country was, during his minority, successfully managed by her sister as Regent, under the advice of the Resident.

The young Raja on attaining his majority in 1829 was formally installed. He died in 1846, and was succeeded by his brother, Martanda Varma, whose death occurred in 1860. The State then passed to his second nephew, Rama Varma, the first nephew, elder brother of Rama Varma, having been set aside on account of imbecility. Râja Rama Varma was in 1866 appointed a Knight Grand Commander of the

Third Muchalka.—Whereas you were pleased in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the villages of Shenkotta, in the district of Tinnevelly, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on payment of 3,000 Madura white Chakras according to Mamul, I, Rama Raja, Zamindar of Malabar in the Carnatic Payanghat, do hereby agree and promise in writing that I shall annually pay the above-mentioned sum to your Sarkar independent of Darbar charges by three equal kists agreeably to ancient custom. I have, therefore, written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

Fourth Muchalka.—"Whereas you were pleased, in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the Pagoda of Cape Comorin, in the District of Tinnevelly, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on the regular payment of 700 Madura Chakras in cash as nazarana, I, Rama Raja, Zamindar of Malabar, do therefore agree and promise in writing that the amount of the nazarana shall annually be paid to your Sarkar by three equal kists without any excuse. I have written and given these few words in the form of a muchalka to be considered as a Sanad in future, dated 11th Rajab, 1180 Hijri.

Fifth Muchalka.—"Whereas I, Rama Raja, Zamindar of Malabar in the Carnatic Payanghat, do hereby promise in writing, that I shall not permit now or at any future time the Sarkars adversaries or any one of the Palegars, etc., of the districts of Tinnevelly or Madura, to take residence within my territory, nor protect any of them in any manner whatsoever, and that I shall ever maintain the promise of alliance formerly concluded between me and the British Government, which I shall never violate upon any account whatsoever, I have written and given these few words in the form of a kararnama or muchalka to be in future considered as a Sanad, dated 15th Rajab, 1180 Hijri.

Kaulnama in the name of the noble Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat.

Whereas, in consequence of the arrival of the five sealed muchalkas from you professing continual friendship and obedience on your part to my Sarkar, declaring that you will not on any account claim the Taluk of Kalakad, etc., and that you will render any assistance that may be in your power to the taluks of Tinnevelly and Madura, and promising to send troops at my call for the punishment of rebels, and containing also other professions of fidelity and good-will, which are inserted on the back of the parwana, I have graciously pardoned all your past errors, and have agreeably to your request consented to receive the full sum of two lakhs of Trewapur Rupees in cash on account of the former

Star of India, and in the same year the Government of India decided that, as a personal distinction in recognition of his excellent administration, he should be addressed by the title of " Maharaja " in all communications from the British Government (No. XXIX.). In 1862 the Government of India granted a sanad guaranteeing to the Rulers of Travancore the right of adoption (No. XXX.).

The laws which govern the succession to the State of Travancore are very peculiar. The descent, according to the usages of the Nayars of the western coast, is in the female line. Thus, on the death of a Raja, the sovereignty passes, not to his sons, who can in no case inherit, but to his uterine brothers, if he has any. Failing these, or on their demise, it passes to his sisters' sons, or to his sisters' daughters' sons, and so on. Hence the only adoptions which are performed by the Rajas of Travancore are, not of males to supply the place of sons of their own body, but of females through whom the line must be continued. Any failure in the direct female descent requires the selection and adoption of two or more females from the immediate relatives of the family who reside at certain places in Travancore. The females so adopted are designated the Tamburattis or Ranis of Attingal *, and, by the laws and usages of Travancore, are assigned a distinguished rank as alone entitled to give heirs to the State, and enjoy many important privileges.

treaty and the plunder committed in the Kalakad taluk. As you agree to pay the annual nazarana according to Mamul, I am pleased to make over to you the villages of Shenkotta and the Pagoda of Cape Comorin, agreeably to your long cherished desire, and hope that you will duly appreciate the favour thus done to you, and evince your sense of it by an increased obedience and service on your part to my Sarkar agreeably to your muchalkas, and that you will pay to me regularly the annual sums on account of the villages of Shenkotta and the Pagoda of Cape Comorin, together with the established peshkash, and remain contented ; for you must be aware that as long as you shall continue firm in your promise of submission and fidelity to the Sarkar you will experience the favour of the Huzur.

Dated the 11th Rajab, 1180 Hijri.

Wallajah,
Amir-ul-Hind,
Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur,
Mansur Jang, Sipah Sardar, Fidvi Shah Alam Padshah
Ghazi, 1179.

(Sd.) Biaz.

* So called because Attingal is the separate property of the ladies of the family of Travancore. The maidens adopted for this purpose become Tamburattis on certain ceremonies being performed publicly at Attingal and in the chief temple of Trivandrum.

Such an adoption occurred in 1788, when two sisters were selected and adopted as Ranis of Attingal. The younger sister died after giving birth to a female child, which also died. The present family of Travancore is descended from the elder sister, the late Chief being her great-grandson (daughter's daughter's son), and the present Chief her great-great-grandson (daughter's daughter's daughter's son).

In 1857, the line of Travancore was again threatened with extinction. The mother of the late Chief (grand-daughter, daughter's daughter, of the elder of the two sisters adopted in 1788) left five children, *viz.*, four sons and one daughter. This daughter died suddenly, leaving only two sons, the second of whom is the present Maharaja. The Tamburattis of Attingal thus became extinct, and although the State after the death of the then Raja would devolve successively on his four nephews and two grand-nephews, the line, unless recruited by the adoption of Tamburattis as before, would have expired with them. Under these circumstances, the Raja intimated to the Resident that, in strict conformity with former usage and precedents, he proposed to bring in two of the most eligible female members from among his relations as senior and junior Ranis. Two ladies were accordingly adopted with the sanction of the British Government. Of these the elder (the senior Rani, who was the consort of the Valia Coil Thampur-an) had no issue. The Junior gave birth to four sons, all of whom died. In 1900, it was found necessary to secure the continuance of the ruling line by a fresh adoption, and according to custom and usage, and with the sanction of the British Government, two girls of the Mavalikara family were adopted and, on the demise of the senior Rani in 1901, they became the senior and the junior Rani respectively.

In 1861 the Madras Government proposed the removal of certain fiscal restrictions in Travancore. By Act VI of 1848 the coasting trade of British India was freed from all duties, but Travancore as a Native State did not come within the scope of the enactment, and consequently the produce of Travancore, when landed at British ports, was charged with import duty as being foreign goods. Similarly, the produce of British India, when exported to the ports of Travancore, was charged with export duty. The same rules hampered the trade in goods passing the land frontier, though on some lines the duties had been mutually abandoned. The Maharaja on his part levied customs duties on imports from, and exports to, British ports.

After some negotiation the Travancore State agreed in 1865 (No. XXXI) to give up all import duties on British Indian produce, with the exception of tobacco, opium, salt, and spirits, but claimed, in the form of a guarantee or drawback, the revenues realised in British Indian ports on foreign produce re-exported to Travancore. This was estimated to amount to about Rs. 40,000, but it was understood that it might be gradually reduced as the direct trade of Travancore increased. The payment still (1906) amounts to Rs. 40,000 a year. The Darbar also agreed to reduce its export duty to 5 per cent. *ad valorem* on all articles except pepper, dried betel-nut, and timber. The duty on pepper and dried betel-nut was retained at Rs. 15 per candy, and on timber at 10 per cent. *ad valorem*. The Darbar also consented to reduce the duty on tobacco to the extent of Rs. 1,00,000 a year.

In 1871 a question arose relative to jurisdiction over European British subjects in Travancore, which was claimed by the Travancore Darbar both as an inherent right of sovereignty and also as having been admitted by the British Government in 1837, when Europeans living in Travancore, and not being servants of the British Government, were declared to be subject to the laws of that State. The Darbar was informed that, having regard both to the position of the British Government as the paramount power in India and to its treaty engagements with Travancore, the position assumed by that State could not be recognised. When the jurisdiction of Travancore was recognised in 1837, there were difficulties in the way of trying in British courts European British subjects other than servants of Government for offences committed in Native States. These difficulties had subsequently been removed by legislation, and the alteration of the law required some alteration likewise in the hitherto prevailing practice.

The Darbar, however, further argued that any modification of British laws could not affect its sovereign jurisdiction, and urged other considerations in support of its position. Finally, in consideration of special circumstances affecting Travancore and Cochin, and more particularly of the efforts made by those States to conduct their judicial administration on enlightened principles, the Government of India consented to allow the magistrates of Travancore and Cochin, who might be European British subjects and Christians, to exercise over European British subjects in those States, subject to such control as the Resident had hitherto exercised, and such advice as he was empowered by treaty to offer, the same jurisdiction as might be exercised over them in British territory by

magistrates of the first class and justices of the peace. Under the same conditions the necessary powers were conferred on magistrates of Travancore and Cochin to enable them to commit to the High Court at Madras such cases as in British territory are beyond the jurisdiction of European British subjects who are magistrates of the first class and justices of the peace. These arrangements were declared to be subject to revision, if at any time the European magistrates of Travancore and Cochin failed to give satisfaction to the British Government. It was also provided that certain magistrates, specified by name, should try cases which may be dealt with entirely by magistrates, and that appeals should lie from their decisions to certain appellate judges specified by name. Offences which are too grave to be dealt with by magistrates are committed by justices of the peace in Travancore and Cochin to the Resident for trial, and the Resident's decisions are subject to appeal to the High Court at Madras. The gravest class of offences, with which a Court of Session cannot deal, are committed to the High Court at Madras. The Resident has also discretion to commit to the High Court cases which are committed to him, or which come before him as a justice of the peace.

Travancore is supplied with salt from Bombay on the same terms as the Madras Government. There has been no formal agreement on this subject.

At the Delhi Darbar, held on the 1st January 1877, the title of "Councillor of the Empress", and a salute of 21 guns were conferred upon Maharaja Rama Varma, as personal honours. In 1880 Rama Varma, who had succeeded in 1860, died. He was succeeded by his brother, also called Rama Varma, who died in 1885. He was appointed in 1882 to be a Knight Grand Commander of the Star of India. He was succeeded by his nephew Bala Rama Varma, who was born on the 25th September 1857, and received in 1888 the decoration of a Knight Grand Commander of the Star of India. He was made a Fellow of the Madras University in 1893, and Member of the Royal Asiatic Society in 1895. In 1899 his salute was, as a personal distinction, raised from 19 to 21 guns, and in 1903 he received the decoration of a Knight Grand Commander of the Indian Empire.

In connection with the Periyar irrigation project, whereby water is diverted from the river Periyar in the Travancore State into certain Madras districts for irrigation purposes, an Indenture (No. XXXII) was made in 1886 between the Maharaja and the Secretary of State for India, whereby the former leased for 999 years, and at a yearly rent of Rs. 40,000

certain territory in the Travancore State. The rent was to be deducted from the tribute payable by the Maharaja to the Governments of India or Madras, and payment of it was not to commence till 12 months after the date on which the waters of the Periyar should have been diverted into British territory.

In 1899 the Maharaja ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands lying within his State, which were, or might thereafter be, occupied by the Tinnevelly-Quilon Railway (the Travancore Branch of the South Indian Railway) (No. XXXIII) and by the Shoranur-Cochin Railway (No. XXXIV). On the 27th June 1901 an Indenture (No. XXXV) was made between the Secretary of State and the South Indian Railway Company Limited for the construction and working, among others, of the line connecting Tinnevelly with Quilon. The Darbar have under-written the Secretary of State's guarantee of interest on the debentures for the portion of the line lying in Travancore territory.

In 1900, in order to assist the Government of India in suppressing smuggling, the Darbar undertook to obtain all opium required for consumption in the State from the Government storehouses in the Madras Presidency.

In 1903 the Darbar entered into an agreement with the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made with the Mysore Darbar in 1904.

Under Article 14 of the Interportal Trade Convention of 1865 (No. XXXI) the Darbar was entitled to import duty-free salt from Bombay. A slight modification of this arrangement was made in 1901, when the Government of India gave their consent to the Darbar importing 4,000 maunds of salt a year, free of duty, from the Tuticorin factories on certain conditions (No. XXXVI). This amount was increased, for special reasons, to 6,000 maunds for the year 1904-05 only.

The area of Travancore is 7,091 square miles; the population, according to the census of 1901, is 2,952,157; the gross revenue is about Rs. 1,02,01,853; the military forces consist (1905) of 60 cavalry, 1,442 infantry, 30 artillery men, and 6 unserviceable guns.

The ordinary salute of the Chief of Travancore is 19 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

No. XXV.

AGREEMENT with the RAJAH of TRAVANCORE for two battalions to be stationed within his dominions—1788.

From the Rajah of Travancore to the Governor, dated 12th Ramgun, 19th June 1788.

The territory of Calicut and Pulicatcherry lay quite contiguous to the wall of my fort, and Tippoo Sultan, particularly at this time, is moving frequently through these districts. In consequence of the orders you were pleased to give to me, and trusting to the peaceable state of affairs between you and Tippoo, I do nothing more than keep a watchful eye over my district for which purpose I have appointed six battalions and other troops to guard the places of strength belonging to me; but it is necessary to have officers and serjeants to discipline those battalions, I have therefore to request you will, out of your favor and friendship to me, order four officers and twelve serjeants, who are well acquainted with the exercise and discipline of troops, that I may employ them for that purpose in my service. I hope Your Excellency will grant me this favor. Major Bannerman, whom I have earnestly spoke to on this subject, has written to Your Excellency, and I beg leave to refer you to what he says.

What shall I say more?

Extract letter from the Governor to the Rajah of Travancore, dated Fort St. George, 12th August 1788.

I have very fully considered of your request to be supplied with English officers to command your battalions of sepoys. My desire to show you kindness and protection is so manifest that it is not necessary to repeat to you how great my satisfaction is when I have an opportunity to add to your happiness. On the present occasion, however, a compliance with your request might be attended with greater inconvenience than you are aware of. The Honourable Company's officers are brave and good men and will always discharge their duty with zeal and ability; but it is contrary to the systems now laid down for the management of the English Company's affairs to lend their officers to command any troops except such as are actually in their own pay and under their own authority. Great inconvenience has been found to arise from pursuing a different line of conduct, which I hope will reconcile to your mind my declining to comply with the proposal.

If we can suggest any plan by which one, two, or even three battalions of the Honourable Company's troops can be employed to advantage in securing your country against any sudden attack from Tippoo, I shall very readily take the same into consideration, and, if practicable, form an arrangement that will afford safety to your possessions without deviating from the rules of our service.

Extract letter from the Rajah of Travancore to the Governor, dated 25th Zecaad, or 28th August 1788.

You are pleased to say it is contrary to the system now laid down to lend the Company's officers to command any troops, except such as are actually in their pay and under their own authority; but if I can suggest any plan by which one, two, or three battalions of the Company's troops can be employed in securing my country against any sudden attack from Tippoo, you will readily take the same into consideration and form an arrangement for the safety of my country without deviating from the rules of your service.

The above letter has given me the greatest satisfaction and accomplished my wishes.

The friendship and attachment I bear to the English Company are known to the whole world, and my late intercourse with Tippoo Sultan has also been carried on through their assistance and favor.

I call the Almighty to witness that I rest my whole dependence on them for support, and therefore most willingly acquiesce to the proposal in Your Excellency's letter of having some battalions of the Company's troops with me. Your Excellency will be pleased to shew me your favor in any manner that can tend to the security, and protection of my country, and to inform me of the expense that will attend a battalion of sepoys. I refer you to Major Bannerman's letters for an answer to the other matters he has communicated to me from Your Excellency.

Letter from the Governor to the Rajah of Travancore, dated Fort St. George, the 7th October 1788.

I have received your letter dated the 28th August, and you may rest assured that the confidence you repose in the friendship of the English Company is not ill placed. They regard you as their faithful ally, and consider your interests the same as their own.

Your having acquiesced in the proposition I made of having some battalions of the Company's troops stationed on the frontier of Travancore is a wise and judicious measure; it will ensure the safety of your country against the ambitious views of any persons who may be ill disposed towards you, and cannot fail to convince them of the danger they would be exposed to in attacking a Prince supported and protected as you are by the English, whose arms, by the blessing of God, are too powerful for them to combat with.

At the same time that I am anxious to see your country in a complete state of security, I am not less so in effecting it in such a manner as will render your expenses easy: for this purpose I would recommend that, in time of peace, two battalions of the Company's native infantry should be stationed on your frontiers at your expense, and that the amount may be either paid by you to the Company, in cash or pepper, as may best suit your convenience. That if an additional force of Europeans and natives are required to strengthen your frontier against the designs of an enemy, these shall be maintained at the Company's expense entirely; with this proviso, that you will order them to be supplied with provisions and the neces-

sary articles for erecting buildings to lodge them in, on their paying for the same at the usual rates of your country. That you may know the expense of a Company's battalion in peace and war, I have enclosed an estimate of the same for your information.

I shall always have a great pleasure in forwarding your wishes, and hope to hear often of your health and prosperity. What can I say more?

(Sd.) ARCHD. CAMPBELL.

Letter from the RAJAH of TRAVANCORE to the GOVERNOR, dated 6th Suffer, or 5th November 1788.

I have been honored with the receipt of Your Excellency's gracious letter in which you recommend "that two battalions of the Company's sepoys should be stationed on the frontiers of my country in time of peace, the amount of their pay to be provided for by me, in cash or pepper, as may suit my convenience. That whenever an additional force is required by me as a defence against the designs of an enemy, you will send a body of Europeans and sepoys which will be maintained at the Company's expense; and that I am to supply them with provisions and the necessary articles for erecting buildings, on their paying for the same at the usual rates of my country." You moreover say, "that the confidence I repose in the friendship of the Company will not be lost, and that they regard me as their faithful ally, and consider my interest the same as their own." You have also transmitted to me an estimate account of the monthly expense of a Company's battalion of sepoys in time of peace and war for my information, all which I understand.

The measure which has occurred to Your Excellency's enlightened mind for stationing two battalions of sepoys for the defence of my country is highly proper, and I consider my government and territories perfectly safe and secured against the machinations of my enemies. The Almighty God knows the sincerity of my long friendship with the English, whose power I consider as the means of my preservation; may He, of His infinite goodness, grant the continuance of their prosperity and success.

Your Excellency will be pleased, in consequence of what you have written, to lend me two battalions of sepoys for the defence of my country, for which favour I shall be highly grateful to Your Excellency.

The account sent me states as the monthly expense of one battalion of sepoys the sum of one thousand seven hundred and fifty Star Pagodas forty Fanams and forty Cash, and the additional charge to be twenty-six Pogodas seven Fanams; I therefore inform you that I shall pay in ready money into the hands of whatever person you are pleased to order the annual amount of two battalions of sepoys, agreeable to the above mentioned statement; and in the event of a war, I shall pay the batta to them agreeably to what is stated in the said account, being for one battalion nine hundred and ninety-eight Star Pagodas six Fanams and twelve Cash.

From the long and sincere friendship I have entertained with the Company, it has always been my hope that the English would give me their assistance when necessary, by sending me a body of Europeans and sepoys, and now, since Your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, *viz.*, Europeans and sepoys, I shall supply them with provisions and the necessary articles they may want. May it please Your Excellency, some battalions of sepoys belonging to me have, for a length of time, been employed in the Tinnevelly country, I therefore request Your Excellency will send positive injunctions to the officer in that district to send me the above battalions that I may employ them with the two battalions you are to send me in the defence of my country, which will remove all my anxieties regarding the designs of such who intend giving me trouble.

Be pleased to consider me at all times your devoted well-wisher, and honour me frequently with your commands.

What shall I say more?

No. XXVI.

1793.

ARTICLES of AGREEMENT made and entered into by the HONOURABLE MAJOR GENERAL ROBERT ABERCROMBY, PRESIDENT and GOVERNOR of BOMBAY, for and on behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and their successors, on the one part, and GUSWA PILLA, DEWAN to HIS HIGHNESS the RAJAH of TRAVANCORE, for and on behalf of HIS said HIGHNESS and his successors, on the other part, this twenty-eighth day of January of the English year one thousand seven hundred and ninety-three, *viz.*—

That this agreement shall not effect or interfere with any agreement

subsisting between the said Honourable Company; and the said Rajah shall deliver to the said Company between the 10th February 1794 and 10th April following three thousand candies (560lbs. weight) of clean pepper at the rate of one hundred and fifteen Bombay Rupees for each candy, exclusive of two Rupees customs for each; and shall further deliver a similar quantity (3,000 candies) annually at the same price and similar periods for nine successive years, that is three thousand every year, until the 10th April one thousand eight hundred and four (English computation).

That of the pepper above stipulated to be delivered annually, two thousand five hundred candies shall be delivered at Quilon, and the remaining five hundred candies at the said Company's warehouse at Anjengo, into the hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive in part payment for the said annual contract for pepper the undermentioned articles at the usual prices for which he has been debited in former contracts: two thousand stand of arms complete, one hundred candies of lead, three hundred yards of scarlet broad cloth superfine, one thousand five hundred yards of ditto fine, twenty-seven thousand five hundred yards of red purpit, two thousand yards of blue purpit, two hundred yards of yellow purpit, five hundred yards of green purpit. That the balance due for the said annual provision of pepper shall be discharged in Bombay, which balance, together with the warlike stores stipulated to be taken on part payment, shall be made good between the 10th February and 10th April of each respective year; that this agreement shall be in force in like manner as the Rajah engages to deliver the pepper within those periods.

That should the Rajah fail to deliver the quantity of pepper contracted for by this agreement within the periods specified, he shall forfeit to the Company fifty-seven Rupees and a half penalty for each candy of pepper so deficient. In like manner should the Company fail, on their part, to make good to the Rajah the amount specified in the agreement within the terms prescribed, they shall forfeit a penalty of double the sums deficient.

In witness of the foregoing agreement Major General Abercromby and Guswa Pilla have subscribed to two copies thereof, which have been mutually exchanged, and have affixed their seals this 28th day of January 1793.

(Sd.) ROBERT ABERCROMBY.

No. XXVII.

TREATY between the HONOURABLE EAST INDIA COMPANY and the RAJAH of TRAVANCORE in 1795.

PROPOSED TERMS for a TREATY of FUTURE PERPETUAL FRIENDSHIP, ALLIANCE, and SUBSIDY between the HONOURABLE EAST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, the reigning RAJAH of TRAVANCORE, concerted between the HONOURABLE JONATHAN DUNCAN, ESQ., GOVERNOR of BOMBAY, on the part of the HONOURABLE SIR JOHN SHORE, BART., the GOVERNOR GENERAL in COUNCIL of FORT WILLIAM, in BENGAL, in virtue of the powers vested in him by the KING and PARLIAMENT of GREAT BRITAIN and by the EAST INDIA COMPANY to direct and control political affairs of all the COMPANY'S SETTLEMENTS in INDIA, on the one part; and the said reigning RAJAH of TRAVANCORE on the other: in consideration of the RAJAH'S application to the BENGAL GOVERNMENT in the month of September 1793, to have a permanent Treaty concluded with the ENGLISH EAST INDIA COMPANY and to settle and fix the terms of their old friendship and alliance and for the defence of his country against foreign enemies. The result is contained in the following Articles:—

ARTICLE 1.

Before the breaking out of the last war between the Honourable Company and Tippoo Sultan, the three talooks of Paroor, Alumgar, and Koonatnaar made part of the Rajah of Travancore's country; and having by the said Sultan been included in his cessions to the Honourable Company by the Treaty of peace of the 18th of March 1792, the said Company do, in view to their ancient friendship with and the plea of right preferred by the Rajah of Travancore, renounce every claim that they may have to the talooks in question, and all the said three talooks are accordingly left on the former footing as part of the said Rajah's country.

ARTICLE 2.

If any power or States, near or remote, by sea or land, shall, without

aggression on the part of the Rajah of Travancore, attempt or begin hostility and war upon the country of the said Rajah or of his successors; under such circumstances, the expulsion of, and the protection of the country against, such enemies rest with the Company's Government.

ARTICLE 3.

In consideration of the stipulation in the second Article, the Rajah of Travancore doth engage for himself and his successors to pay annually at Anjengo, both in peace and war, a sum equivalent to the expense of three of the Honourable Company's battalions of sepoys, together with a company of European artillery and two companies of lascars.

ARTICLE 4.

The Company stipulate that this force of infantry and artillery shall, if the Rajah desire it, always be stationed in his country, or on the frontiers near it, or in any other part within the Company's possessions where he shall prefer; and that they shall always be in readiness: and in respect to such requisitions as the Rajah and his successors may have occasion to address to the officer in command of these troops, to proceed to act against foreign enemies who shall have invaded the said Rajah's country, it is proper that such commanding officer stand previously furnished with instructions from the Government of that Presidency whence he shall have been detached; or otherwise, he is immediately on such requisition to procure instructions and the sanction of his said superiors for repelling such invasion; but in the event of the Rajah's country being so unexpectedly invaded by an enemy, that the urgency of the danger or attack from without shall not admit of deferring the necessary operations till the orders of the Government of such Presidency can be received, the commanding officer is, under such circumstances, to apply immediately and without objection the force under his command to the defence and protection of the Rajah and his successors; and should it so happen that the aforesaid force and the Rajah's own army be at any time found unequal to cope with and defend the country against the superior force of the enemy, the expense of such further troops as it may be necessary and requisite for the Company to furnish in such instances, is to be altogether at the said Company's cost; nor shall their government anywise object to furnish such additional force, the expense of which shall in no respect be chargeable on the Rajah or his successors; nor shall the Company ever apply or demand any sum on that account, nor possess any plea or claim to make any further requisition for pecuniary aid from the Rajah or his successors, by reason of any warfare or hostility that may hereafter eventually occur.

ARTICLE 5.

As the Company do only engage to defend and protect the country dependent on the Rajah of Travancore against unprovoked attacks, it is there-

fore to be clearly and distinctly understood between the parties that the Rajahs, present and future, are not to commit any hostile aggression towards any other State whether Indian or European; and in the event of the Rajah or his successors having any disputes of a political nature or tendency, it is necessary that the same shall be transmitted by the latter to the Honourable Company's Government, who will determine thereon according to justice and policy and mutual concert.

ARTICLE 6.

The reigning Rajah of Travancore for the time being shall not keep in his service, in any civil or military capacity, nor allow to remain within his dominions as merchants, or under any other plea or pretext, the subjects or citizens of any nation being at war with Great Britain or with the East India Company; nor under any circumstances of peace or war allow any European nation to obtain settlements (*i.e.*, territory or places under his own authority) within the same, nor enter into any new engagements with any European or Indian States without the previous concurrence of the British Governments in India.

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut; and to be, during such service, at the Company's expense and under their orders.

ARTICLE 8.

That the pepper contract with the Company shall continue in perpetuity, liable however, after the expiration of the period of the existing contract, to such modifications as to price, period, or quantity, as may, from time to time, be agreed upon between the parties.

ARTICLE 9.

The Company engage not to impede in any wise the course of the rule or of administration of the Rajah of Travancore's government; nor at all to possess themselves or enter upon any part of what regards the management of the present Rajah's or his successor's country. At the same time it is provided that all the former agreements between the Honourable Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eddowa or Erawa, and to the Company's privileges in respect to trade throughout the

Rajah's dominions, remain in full force, according to the practice hitherto; and as otherwise the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Rajah's situation as a tributary to the Carnatic, concerning which the Rajah of Travancore doth in the sincerity of his heart, of his own accord, acknowledge and declare that in the line of his former fealty, as from of old established, towards the Circar of the soubah of Arcot, there shall never occur any difference or deviation.

ARTICLE 10.

All unsettled claims of a pecuniary nature which the contracting parties may have had upon each other, relative to warlike expenses, up to the period of the conclusion of the Treaty of peace with Tippoo Sultan, under date the 18th of March 1792, shall be cancelled and declared null and void.

ARTICLE 11.

The Company engage that none of the Rajahs of Malabar under their jurisdiction shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajah of Travancore; or of his successors; and both the contracting parties engage not to give shelter to the rebels, whosoever they may be, of either of the two States within the country of Malabar; but on the contrary to seize on and mutually to deliver up such persons.

ARTICLE 12.

On the commercial vessels of the said Rajah's frequenting any of the ports in India appertaining to the Honourable Company, they shall obtain every requisite assistance and supply on paying for the same; and in like manner the Honourable Company's ships shall experience the like assistance and supply in the ports and roads of his country.

This proposed Treaty, consisting of twelve Articles, has been concerted in the neighbourhood of Anjengo, on the 17th of November 1795 of the Christian era, corresponding with the 5th of Cartikee 971 of the Malabar style; between the reigning Rajah of Travancore, and the Honourable Jonathan Duncan, Esq., Governor of Bombay; on this footing, that the said proposed Treaty shall by the latter be transmitted to the Honourable the Governor General in Council, when after his approval he will forward it to England, and having thence also been approved, is within two years to be returned under the seal and ratification of the Company in the accustomed form and delivered to the Rajah; from which time the preceding concerted copy, being considered as a full and complete voucher, shall be strictly adhered and conformed to by both governments. The amount of the subsidy, under these proposed terms of perpetual Treaty, shall without fail be annually paid in cash at Anjengo in three equal kists or instalments at the expiration of every four months.

(Sd.) JONATHAN DUNCAN.

TEMPORARY ENGAGEMENT between the HONOURABLE EAST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, the reigning RAJAH of TRAVANCORE, settled by the HONOURABLE JONATHAN DUNCAN, ESQ., GOVERNOR of BOMBAY, on the part of the HONOURABLE COMPANY, in consequence of instructions from the HONOURABLE SIR JOHN SHORE, BARONET, GOVERNOR-GENERAL in COUNCIL of FORT WILLIAM in BENGAL, in virtue of the powers vested in him by the KING and PARLIAMENT of GREAT BRITAIN and by the EAST INDIA COMPANY to direct and control the political affairs of all the COMPANY'S SETTLEMENTS in INDIA, on the one part, and by the said reigning RAJAH of TRAVANCORE on the other—1795.

ARTICLE 1.

Until the receipt, within two years, of the approbation and ratification from Great Britain of the proposed terms of Treaty of future perpetual friendship, alliance, and subsidy, as written this day, the 17th November 1795, or 5th of Cartikee 971 Malabar style, and to be then of full force and observed on both sides, the following Articles shall constitute the rule of guidance.

ARTICLE 2.

The Rajah of Travancore shall, from the 17th of November 1795, or 5th of Cartikee Malabar style, pay to the Company, in the manner noticed in the 3rd Article of the proposed terms of a perpetual Treaty, a sum equivalent to the expense of one battalion of the Honourable Company's sepoys, which battalion shall be kept ready for his service whenever he stands in need thereof and shall call for the same to defend his country against external force; for which defence the Company engage, in the manner and under the conditions concerted under the 4th and 5th Articles of the proposed terms of a perpetual Treaty; under this further clause, that if during this interval the said Rajah shall find occasion to call for more than one battalion to his assistance, he is in such case to pay to the Honourable Company a sum equal to the expense of two battalions, but no more than for two, for any further force for his defence that may prove necessary.

ARTICLE 3.

During the said interval, or until the arrival from Great Britain of the approval of the proposed terms of a perpetual Treaty, the Rajah of Travancore is to be liable to furnish and maintain at his own expense, on the requisition of the Company's Government at Bombay or Madras, one complete battalion of his troops, to serve under the command of the British officer, in conjunc-

tion with the English forces, on either side, between Madura and Calicut, in garrison or in the field, for such period or periods within the said interval as the assistance of the said battalion may be required; and any troops required beyond this battalion the Rajah is to the utmost of his ability to furnish, on the terms and to the extent of the 7th Article of the proposed terms of the perpetual Treaty.

This agreement, consisting of three Articles, is settled in the neighbourhood of Anjengo, on the 17th of November 1795, corresponding with the 5th of Cartikee 971 Malabar style, by the said reigning Rajah of Travancore and Mr. Duncan, by whom a copy hereof shall be sent to the Honourable Sir John Shore, Baronet, Governor-General in Council, who, on approving thereof, is within two months from this date to signify his ratification of the same by a letter from the Governor-General to the Rajah Ram Raje Bahadoor; from the receipt of which letter this engagement is to become finally binding on the contracting parties, and to be in the meantime, or from this date, till the expiration of the two months allowed for the receipt of the answer from Bengal, literally observed on both sides. The amount of the subsidy under this temporary engagement shall without fail be annually paid in cash in three equal kists or instalments, at the expiration of every four months, at Anjengo.

(Sd.) JONATHAN DUNCAN.

Whereas, in the 7th Article of the above Treaty, the following words occur, "which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut," and these terms being deemed not sufficiently expressive of the intentions of the contracting parties; they hereby mutually agree that the words "and the boundary of the Cavae" be added immediately after the word "Calicut," and that accordingly the said Article stands as follows:—

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut and the boundary of the Cavae, and to be during such service at the Company's expense and under their orders.

The above Treaty having been transmitted to the Honourable Court of Directors for the affairs of the United Company of Merchants of England trading to the East Indies for their confirmation, agreeable to the stipulation therein contained, and the Honourable Court having expressed their assent to

the several Articles of the said Treaty, including the amended Article subjoined to the original Articles, the said Treaty is hereby ratified by me and my signature, at Trevandrum in the country of Travancore, this twenty-first day of the month of July in the year one thousand seven hundred and ninety-seven of the Christian era, or the ninth day of the month Aru in the year nine hundred and twenty-two Malabar style.

Ratified by the Honourable the Court of Directors in 1797.

No. XXVIII.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR, and the MAHARAJAH RAM RAJAH BAHADOOR, RAJAH of TRAVANCORE—1805.

Whereas the Treaty, concluded in the year 1795 between the Honourable Company of Merchants of England trading to the East Indies and His late Highness the Rajah of Travancore, was intended to defend and protect the Travancore country against foreign enemies, and to strengthen and fix the terms of the ancient friendship and alliance subsisting between the Company and the Rajah of Travancore; and whereas it is evident that the intentions of the contracting parties have not been duly fulfilled; and whereas the said Company and the Rajah of Travancore have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects in the said Treaty, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come: Therefore, in order to carry into effect the said intentions, the present Treaty is concluded by Lieutenant-Colonel Colin Macaulay, the Resident at Travancore, on the part and in the name of His Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor-General in Council of all the British possessions in the East Indies, and by His Highness the Rajah of Travancore for himself, agreeably to the following Articles, which shall be binding on the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both; the Honourable Company especially engaging to defend and protect the territories of the Rajah of Travancore against all enemies whatsoever.

ARTICLE 2.

Whereas by the seventh Article of the Treaty concluded in the year 1795 between the Ram Rajah Bahadoor and the English East India Company

Bahadoor, it was stipulated "that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country," and the Company being now willing entirely to release the Rajah from the obligation incurred under the said stipulation; it is hereby concluded and agreed that the Ram Rajah Bahadoor is for ever discharged from the aforesaid burdensome obligation.

ARTICLE 3.

In consideration of the stipulation and release contained in the first and second Articles, whereby the Company becomes liable to heavy and constant expense, while great relief is afforded to the finances of the Rajah, His Highness engages to pay annually to the said Company a sum equivalent to the expense of one regiment of native infantry in addition to the sum now payable for the force subsidised by the third Article of the subsidiary Treaty of 1795; the said amount to be paid in six equal instalments to commence from the first day of January one thousand eight hundred and five; and His said Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, whether stationed within the Travancore country or within the Company's limits, shall be left entirely to the Company.

ARTICLE 4.

Should it become necessary for the Company to employ a larger force than that which is stipulated for in the preceding Article, to protect the territories of the said Maharajah against attack or invasion, His Highness agrees to contribute jointly with the Company towards the discharge of the increased expense thereby occasioned such a sum as shall appear on an attentive consideration of the means of His said Highness to bear a just and reasonable proportion to the actual net revenues of His Highness.

ARTICLE 5.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the preceding Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor-General in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues or for the better ordering of any other branch and department of the government of Travancore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness the Maharajah Ram Rajah Bahadoor as shall appear to him, the

said Governor-General in Council, necessary to render the said funds efficient and available either in time of peace or war.

ARTICLE 6.

And it is hereby further agreed that, whenever the said Governor-General in Council shall signify to the said Maharajah Ram Rajah Bahadoor that it is become necessary to carry into effect the provisions of the fifth Article, His said Highness Maharajah Ram Rajah Bahadoor shall immediately issue orders to his amils or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fifth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of two lakhs of Rupees, together with one-fifth part of the net revenues of the whole of his territories, which sum of two lakhs of Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for His Highness's use.

ARTICLE 7.

His Highness Maharajah Ram Rajah Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 8.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Govern-

ment all Europeans of whatever description, who shall be found within the territories of His said Highness without regular passports from the English Government; it being His Highness's determined resolution not to suffer even for a day any European to remain within his territories unless by consent of the said Company.

ARTICLE 9.

Such parts of the Treaty of Anno Domini one thousand seven hundred and ninety-five (1795) between the English East India Company and the late Rajah of Travancore as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed; and accordingly His Highness hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people, and the mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the twelfth day of January one thousand eight hundred and five, settled and concluded at the fortress of Teeroovanandapooram in Travancore by Lieutenant-Colonel Colin Macaulay, on behalf and in the name of His Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor-General in Council, with the Maharajah Ram Rajah Bahadoor; he has delivered to the said Maharajah one copy of the same in English and Persian signed and sealed by him, and His Highness has delivered to the Lieutenant-Colonel aforesaid another copy also in Persian and English, bearing his seal and signature, and signed and sealed by Valoo Tomby, Dewan to the Maharajah: and the Lieutenant-Colonel aforesaid has engaged to procure and deliver to the said Maharajah, without delay, a copy of the same under the seal and signature of His Excellency the Most Noble Marquis Wellesley, Governor-General in Council, on the receipt of which by the said Maharajah, the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Ram Rajah Bahadoor of Travancore, and the copy of it now delivered to the said Maharajah shall be returned.

(Sd.) C. MACAULAY.

Ratified by the Governor-General in Council on 2nd May 1805.

No. XXIX.

SUNNUD to the MAHARAJAH of TRAVANCORE—1866.

In recognition of your Highness's excellent administration of the Travancore State, I have directed that your Highness shall be addressed by the title of Maharajah in all communications from the British Government.

(Sd.) JOHN LAWRENCE.

Dated Simla, the 6th August 1866.

No. XXX.

ADOPTION SUNUD granted to the RAJAH of TRAVANCORE—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor, according to the Hindoo law and to the customs of your race, will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) CANNING.

11th March 1862.

A similar Sanad was granted to the Rajah of Cochin.

No. XXXI.

ARRANGEMENTS made between the BRITISH GOVERNMENT and the STATES of TRAVANCORE and COCHIN for the removal of fiscal restrictions on trade between BRITISH INDIA and those STATES—1865.

NOTIFICATION.

IT is hereby notified for general information, that the following arrangements have been made between the British Government and the Native States of Cochin and Travancore, for the removal of fiscal restrictions on trade between British India and these States, and that effect has been given to the same under the sanction of the Government of India.

2. No duties will hereafter be levied, whether by the British Government, or the Travancore or Cochin States, on goods, being the produce or manufacture of British India, on their import, whether by sea or by land, into the Cochin and Travancore territories, excepting Tobacco, Salt, Opium, and Spirits.

3. No duty will hereafter be levied by the British Government on goods the produce or manufacture of the Cochin and Travancore States, on their import into British Indian territory, whether by sea or by land, excepting Salt, Opium, and Spirits.

4. Free import will be allowed by the Cochin State into its territories of Travancore produce and manufactures, and *vice versâ*, on the same terms and with the same exceptions as those arranged with the British Government.

5. The Cochin and Travancore States will adopt the British Indian Tariff and rates of import duty on all *foreign* goods imported into them, Tobacco being excepted on import into Travancore.

6. Foreign goods which have already paid duty on import to British India, or to either the Cochin or Travancore State, will be allowed to pass free on further transport to any of these territories.

7. The Cochin State will adopt the British Indian rates of export duty on articles exported to foreign countries, Pepper being excepted and charged at 15 Rupees a Candy.

8. The Travancore State will continue for the present to levy export duties, not less than those obtaining in British India, but not more than 5 Rupees per cent. on all ordinary exports, Rupees 10 per cent. on Timber, and 15 Rupees a Candy on Pepper and Betel-nut *ad valorem*.

9. The export duty at the Travancore inland Chowkies, *viz.*, those not situated on the backwater, will be confined to principal goods only, which will be notified from time to time.

10. British Indian goods passing from Coimbatore through Travancore to the Cochin territories or British Cochin will be exempt from export duty in Travancore. The same exemption will extend to Tinnevelly cloths passing through Travancore.

11. Goods passing from one part of the Cochin State through Travancore territory to any other part of the former, will be exempt from export duty in Travancore.

12. The Travancore and Cochin States will adopt the British Indian Tariff valuations for exports as well as imports.

13. The Cochin and Travancore States will adopt the British Indian selling price of Salt, the rates at Inland Depôts being raised so as to place the Salt of Cochin, Travancore, and British India on the same footing in the market.

14. The Cochin and Travancore States will import British Indian Salt on the same terms on which it is imported into British Indian Ports.

15. The Travancore State will levy import duty on Tobacco at rates not exceeding the following:—

On Coimbatore Tobacco	40	Rupees a Candy.
Tinnevelly	85	do.
Ditto (Kalamany)	120	do.
Jaffna	120	do.

Resident's Office, Trevandrum, 11th May 1865. H. NEWILL,

Officiating Resident.

List of Sea-Ports appertaining to the Travancore State.

Manacoody.	Villinjum.	Quilon.	Allepey.
Colechel.	Poonthoray.	Kayencoolom.	Katoor.
Puttanum.	Anjengo.	Mangalamarattapula.	Manakodom.
Pooar.	Paravoor.	Poracaud.	Palliport.

Sea-Ports appertaining to the Cochin State.

Narrakal. | Maliapoorom. | Cranganore.

H. NEWILL,

Officiating Resident.

No. XXXII.

INDENTURE made between the SECRETARY of STATE for INDIA and the MAHARAJA of TRAVANCORE in respect of the lease of certain territory in the TRAVANCORE STATE in connection with the PERIYAR IRRIGATION PROJECT—1886.

THIS INDENTURE made the twenty-ninth day of October, one thousand eight hundred and eighty-six (corresponding with the fourteenth day of Tulam 1062 of the Malabar era) BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJAH OF TRAVANCORE (hereinafter called the Lessor) of the one part and THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the other part WITNESSETH that in consideration of the rents hereinafter reserved and of the covenants by the said Secretary of State for India in Council hereinafter contained the Lessor doth hereby demise and grant unto the said Secretary of State for India in Council his successors and assigns (all of whom are intended to be included in and to be referred to by the expression "the Lessee" hereinafter used) *First*—All that tract of land part of the territory of Travancore situated on or near the Periaur river bounded on all sides by a contour line one hundred and fifty-five feet above the deepest point of the bed of the said Periaur river at the site of the dam to be constructed there and shown in the map or plan hereunto annexed and which said tract of land is delineated in the

said map or plan hereunto annexed and therein colored blue and contains eight thousand acres or thereabouts. *Secondly*—All such land in the immediate vicinity of the tract of land above mentioned and not exceeding in the whole in extent one hundred acres as may be required by the lessee for the execution and preservation of the irrigation works to be executed by the lessee within the said tract of land first above mentioned and which said works are commonly called or known as the "Periaur Project." *Thirdly*—Full right power and liberty to construct make and carry out on any part of the said lands hereinbefore demised and to use exclusively when constructed made and carried out by the lessee all such irrigation works and other works ancillary thereto as the lessee shall think fit for all purposes or any purpose connected with the said Periaur Project or with the use exercise or enjoyment of the lands rights liberties and powers hereby demised and granted or any of them. *Fourthly*—All waters flowing into through over or from the said tract of land firstly hereinbefore demised. *Fifthly*—All timber and other trees woods underwoods and saplings which now are or shall during the continuance of this demise be growing or standing upon any of the said demised lands with liberty to the lessee to fell grub up and use free of all charge for the same all such of the said timber and other trees woods underwoods and saplings as shall be required in or about the construction or maintenance of or otherwise for all or any of the purposes of the said works or any of them or in connection therewith provided always that the lessee shall not be responsible for the destruction of or for any damage done to any others of the said timber or other trees woods underwoods or saplings for the time being growing or standing upon any of the said demised lands by or through the construction or maintenance of the said works or any of them. *Sixthly*—The right of fishing in over and upon such waters tanks and ponds as now are or shall during the term hereby granted be upon or within any of the said demised lands. *Seventhly*—Free way leave and right and liberty of way and passage in manner hereinafter mentioned through and over the lands of the lessor and liberty for the lessee his officers agents servants and workmen to enter upon and to make lay and repair such one and not more than one main or waggon way from any point on the boundary line between British territory in India and the territory of Travancore to any part of the said demised lands in the usual manner by digging the soil and levelling the ground and making gutters through and over the lands of the lessor between such point and the said demised lands for leading and carrying with horses and other cattle waggons carts and other carriages over and along the said waggon way unto and towards the said demised lands all materials required for all or any of the said works and other materials matters and things whatsoever to and from any of the said demised lands and liberty for the lessee his officers agents servants and workmen as occasion shall require to lay and fix wood timber earth stones gravel and other materials in and upon the lands of the lessor and to cut dig and make trenches and water-courses for the purpose of keeping the said waggon way free from water and to do all other things necessary or convenient as well for making and laying the said waggon way as for repairing and upholding the

same whenever there shall be occasion and liberty for the lessee his officers agents servants and workmen to go pass and repass along the said waggon way either on foot or with horses and other cattle waggons carts or other carriages unto and from the said demised lands and all other liberties and appurtenances necessary or convenient for making laying altering repairing using or removing the said waggon way or any part thereof the lessee making reasonable compensation unto the lessor and the tenants or occupiers for all damage occasioned by or in the exercise of the said liberties to the lands belonging to him or them except those actually taken and used for the line of the said waggon way except nevertheless out of this demise all sovereign rights of the lessor in and to the said demised lands or any of them other than the rights liberties and powers hereinbefore particularly mentioned and expressed to be hereby demised, and except all minerals and precious stones whatsoever in and under the said lands hereby demised or any of them other than earth rubble stone and lime required for the said works or any of them together with liberty for the lessee to erect build and set up alter maintain and use upon or within the lands hereby demised such houses and other buildings and to take free of all charge for the same all such earth rubble stone and lime therefrom as shall be necessary or proper for effectually or conveniently making and maintaining the said several works and generally to do all such things whatsoever in or upon the hereby demised lands as shall be necessary or expedient for the construction and repair of the said irrigation and accommodation works and for any of the purposes of these presents to have and to hold the premises hereinbefore expressed to be hereby demised and granted unto the lessee from the first day of January one thousand eight hundred and eighty-six for the term of nine hundred and ninety-nine years yielding and paying therefor by the same being deducted from the tribute from time to time payable by the lessor to the Government of India or Madras the yearly rent of forty thousand rupees of British India commencing from the day on which the waters of the said Periaur river now flowing into the said territory of Travancore shall by means of the said works be diverted and shall flow into British territory, the first of such payments to be made at the expiration of twelve calendar months from such last mentioned date and yielding and paying from the date from which the said yearly rent of forty thousand rupees of British India shall become payable and over and above the same the further yearly rent (hereinafter called acreage rent) after the rate of five rupees of British India currency for every acre and so in proportion for a less quantity of the lands hereby demised and granted which on the completion of the said works shall be found on measurement to be included within the said contour line in excess of the said area of eight thousand acres the first of such payments of acreage rent to be made at the time and place when and where the said yearly rent shall become payable as hereinbefore provided and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to be deducted from the tribute from time to time payable by the lessor as aforesaid, and will at the expiration or sooner determination of the said term peaceably deliver

up to the lessor all the said premises hereby demised in such state and condition as shall be consistent with a due regard to the provisions of this lease and in particular will within two years after the expiration or determination of the said term clear from the said lands hereby demised all machinery and plant in or about the same or any part thereof or shall at the option of the lessee abandon all claim to such machinery and plant or to such part or parts thereof as the lessee shall think fit provided always and it is hereby agreed and declared that it shall be lawful for the lessee at any time before the expiration of the said term to surrender and yield up all the demised premises to the lessor in which case and immediately upon such surrender the rents hereby reserved shall cease. Provided always and these presents are on this express condition that if and whenever there shall be a breach of any of the covenants and agreements by the lessee herein contained the lessor may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of nine hundred and ninety-nine years shall absolutely determine without prejudice nevertheless to the recovery of any rent or money then payable or to the liability of the lessee to perform and to the right of the lessor to enforce the performance and observance of every or any covenant or stipulation herein contained and which ought to be performed or observed after the expiration of the said term in case the same had expired by effluxion of time. And the lessor doth hereby covenant with the lessee that the lessee paying the rents hereinbefore reserved in manner aforesaid and performing and observing all the covenants and agreements by the lessee herein contained may quietly hold and enjoy all the lands rights and premises hereinbefore demised and granted during the said term and also free of rent so much of the said lands as shall then be required for any machinery or plant for two years after the expiration or determination of the said term without any interruption or disturbance by the lessor or any person claiming through or in trust for the lessor and that if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of nine hundred and ninety-nine years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the lessor six calendar months previous notice in writing signed by any Secretary to the Government of Madras and shall pay the rents hereby reserved and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee forthwith execute and deliver to the lessee a renewed lease of the said premises for the further term of nine hundred and ninety-nine years at the same yearly and acreage rents and under and subject to the same covenants provisions and agreements including this present covenant as are herein contained if and whenever any dispute or question shall arise between the lessor and lessee touching these presents or anything herein contained or the construction hereof or the rights duties or liabilities of either party in relation to the premises the matter in difference shall be referred to two arbitratorsor their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all

other respects to conform to the provisions in that behalf of the Code of Civil Procedure 1882 of the Legislative Council of India or any then subsisting statutory modification thereof. In witness whereof Vembaukum Ramiengar, Esq., C.S.I., Dewan of His Highness the Maharajah of Travancore by order and direction of the Government of His Highness the said Maharajah and John Child Hannyngton, Esq., Resident of Travancore and Cochin by order and direction of the Right Honorable the Governor in Council of Fort St. George acting for and on behalf of the Right Honorable the Secretary of State for India in Council have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the above named Vembaukum Ramiengar in the presence of } V. RAMIENGAR.

K. K. KARUNLA,
Maramut Secretary, Travancore Sircar.

J. H. PRINCE,
Ag. Head Sircar Vakil,
Travancore Government.

Signed, sealed and delivered by the above named John Child Hannyngton in the presence of } J. C. HANNYNGTON.

K. K. KARUNLA,
Maramut Secretary, Travancore Sircar.

J. H. PRINCE,
Ag. Head Sircar Vakil,
Travancore Government.

MEMORANDUM.

The land referred to in the foregoing deed as demised by the lessor to the lessee is situate on both sides of the Periaur river as shown in the map hereto annexed and colored blue, and lies within the Thodupulay and Chengunnoor taluks of the Travancore State, and is bounded as in the said deed is described.

(Signed) V. RAMIENGAR.
(„) J. C. HANNYNGTON.

No. XXXIII.

AGREEMENT entered into by the MAHARAJA of TRAVANCORE regarding the cession of jurisdiction on the TRAVANCORE portion of the TINNEVELLY-QUILON RAILWAY.

I, Rama Varma Maharaja of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the

lands in the said State which are, or may hereafter be, occupied by the Tinnevelly-Quilon railway (including all lands occupied for stations, for outbuildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

PALACE, TRIVANDRUM; *21st November 1899.*

RAMA VARMA, *Maharaja of Travancore.*

NO. XXXIV.

AGREEMENT entered into by the MAHARAJA of TRAVANCORE regarding the cession of jurisdiction on the TRAVANCORE portion of the SHORANUR-COCHIN RAILWAY.

I, Rama Varma, Maharaja of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Shoranur-Cochin railway (including all lands occupied for stations, for outbuildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

TRIVANDRUM; *17th October 1899.*

(Sd.) RAMA VARMA, *Maharaja of Travancore.*

NO. XXXV.

INDENTURE between the SECRETARY OF STATE and the SOUTH INDIAN RAILWAY COMPANY, LIMITED, for the construction and working, among other lines, of the railway connecting TINNEVELLY with QUILON.

THIS INDENTURE, made the 27th day of June 1901 Between the SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part and THE SOUTH INDIAN RAILWAY COMPANY LIMITED (hereinafter called the Company) of the other part and supplemental to an Indenture made between the same parties and dated the 24th day of November 1890 (hereinafter referred to as the Principal Contract)—

WITNESSETH and it is hereby agreed and declared as follows that is to say:—

Duration and Construction of Contract.

1. This Contract shall continue in force until the Principal Contract shall terminate or be determined and this and the Principal Contract shall

so far as may be read and construed as one Contract and the expressions "this Contract" and "these presents" when they occur in the Principal Contract shall unless the context otherwise requires henceforth be deemed to include this contract.

Construction of New Lines.

2. The Company shall with due diligence and expedition and in accordance in all respects with the directions of the Secretary of State construct to the satisfaction of the Secretary of State and make ready and fit for opening for the public carriage of passengers and goods throughout on routes determined or to be determined by him and on land provided or to be provided by him in accordance with the provisions of the Principal Contract the new lines hereinafter mentioned together with all such stations station yards offices warehouses houses for employés conveniences works rolling stock plant machinery and equipment as in the opinion of the Secretary of State shall be necessary or proper for the purposes of the said new lines either as regards the due working of the same or as regards the permanence of the same and the protection of the same from destruction or injury by inundation tempest or otherwise that is to say:—

(1) A line from the station at Madura on the Company's main line passing through Tiruppachettu to Rameswaram with a branch line from Tiruppachettu to Sivaganga which said line and branch are hereinafter called the Pamban Branch.

(2) A line from the station at Tinnevelly the present terminus of the Company's branch line from Maniyachi junction in extension of such branch line to Shencota and thence through the Native State of Travancore to Quilon which said line is hereinafter called the Travancore Branch.

The said new lines shall be of the metre gauge and shall in general structural character and equipment conform with the standard of the Company's existing main line. Surveys designs and estimates in relation to the construction or equipment of the said new lines shall if required be furnished by the Company to the Secretary of State and be subjected to his approval or the Secretary of State may furnish designs to the Company and the Company shall in that case be bound to follow them.

New Lines (except when otherwise provided) to be subject to the Principal Contract as part of the Undertaking.

3. The Pamban Branch shall form and be constructed and worked as part of the undertaking.

The Travancore Branch shall be constructed and equipped in manner provided by Clause 2 of this Contract by the Company on behalf of the Secretary of State at cost price and as and when constructed shall during the continuance of the Principal Contract and for all purposes connected with the termination thereof be deemed to have been constructed under Clause 9 of the Principal Contract and be worked as and deemed to be part of the Company's undertaking.

Subject to the provisions of this Contract the Principal Contract shall apply to both the said Branch lines accordingly and to all matters and things connected therewith or belonging thereto. Neither of the provisoes at the end of Clause 9 of the Principal Contract shall apply to the said new lines or to either of them.

For the purposes of this clause the cost price of the Travancore Branch shall be deemed to and shall include (amongst other items) the following items, namely :—

(*a*) Two per cent. (to cover the cost of supervision) on the actual cost of all stores and things provided for such branch by the Company in the United Kingdom.

(*b*) Ten per cent. (to cover the cost of supervision storage and contingencies) on the values (as appearing in the books of the Company) of all stores and things provided by the Company out of its stock in India and on the actual cost of all articles manufactured or repaired in the Company's workshops for the purposes of the Travancore Branch.

(*c*) Four per cent. (to cover the cost of supervision) on the actual cost of all stores provided for such branch in India other than those referred to in Sub-clauses (*a*) and (*b*) of this clause.

(*d*) Such rates or tolls for the carriage of stores materials and things intended to be used in or about the construction of the Travancore Branch as shall be in accordance with the schedule of rates and tolls for the time being sanctioned by the Government of India for similar services on the Company's line but so that the terminal charges shall only be allowed in respect of one terminus.

As to transfer to the Secretary of State of parts of the New Lines.

4. The Secretary of State shall have the like power to require the Company to transfer to him any part or parts of the said new lines as he has under Clause 8 of the Principal Contract to require the Company to re-transfer to him any part or parts of the railways therein mentioned and all the provisions of the said clause and of the Principal Contract relating to a re-transfer under Clause 8 of that Contract shall apply to a transfer under this clause.

As to services rendered to the State of Travancore on Line through that State.

5.—(1) All services which the Secretary of State shall require the Company to perform on such portion of the Travancore Branch as runs through the Native State of Travancore and is for the time being open for public traffic for any Department of the Travancore Government shall be performed by the Company on the same general conditions as may for the time being be in force on other metre-gauge Indian State Railways and at such rates as may be approved by the Secretary of State.

(2) This clause is in addition to and not in substitution for Clauses 33, 34, 35 and 36 of the Principal Contract which shall apply to such portion of the Travancore Branch as aforesaid as a part of the open system.

As to Debentures and Advances by Secretary of State.

6. Subject to the provision as to advances by the Secretary of State hereinafter contained all moneys required by the Company and sanctioned by the Secretary of State for the construction and equipment of the said new lines shall be raised by debentures or debenture stock or partly in one of those ways and partly in the other. All such debentures and debenture stock shall be issued subject to such regulations and upon such terms and conditions and at such times as the Secretary of State may approve and in such form or manner for such amounts and bearing interest at such rate as may be approved by the Secretary of State and all money to be raised by the issue of debentures or debenture stock as aforesaid (including all sums at any time received by the Company by way of premium on the issue of any of such debentures or debenture stock) shall when raised be forthwith paid into the Bank of England to the credit of the Secretary of State.

7. Until all such moneys as aforesaid shall have been raised by the issue of debentures or debenture stock the Secretary of State may from time to time if he thinks fit as and when required by the Company make advances to the Company in respect of moneys required by the Company and sanctioned by the Secretary of State for such purposes as aforesaid or any of them and the Secretary of State shall subject to the provisions of Clause 16 of this Contract be entitled to interest at the rate of 3½ per cent. per annum on the amount for the time being advanced by him to the Company and not repaid to him in manner hereinafter provided. Provided always that the Company shall forthwith repay to the Secretary of State the moneys so advanced by him as aforesaid as and when moneys to be raised by the issue of the said debentures or debenture stock shall be received by the Company.

8. All moneys raised by the issue of the said debentures or debenture stock (including all sums at any time received by the Company by way of premium on the issue of any of such debentures or debenture stock) and paid into the Bank of England to the credit of the Secretary of State and all moneys provided by the Secretary of State to the Company under the last preceding clause of this Contract shall be deemed to have been so raised paid or provided as the case may be under Clause 42 of the Principal Contract.

9. The Secretary of State will as often as the half-yearly or other interest payable in respect of such of the said debentures or debenture stock as shall for the time being be subsisting shall become due pay out of the revenues of India to the Company in London in sterling the aggregate amount of such interest as a fund to meet and provide for the payment of such interest to the persons respectively entitled thereto, and will on the days provided by the said debentures or by the terms of the issue of the said debenture stock for payment of the principal thereby secured pay out of the revenues of India to the Company in London in sterling the amount of the principal

sums payable on such respective days in respect of the said debentures or debenture stock as a fund to meet and provide for the payment of such principal moneys to the persons respectively entitled thereto and the moneys so to be paid to the Company shall forthwith be paid by them into the Union Bank of London Limited or some other bank hereafter to be agreed upon to an account to be called the South Indian Railway Debenture Account and shall be applied by the Company in payment of such interest and principal to the persons respectively entitled thereto as and when the same shall become due and payable.

10. Provided always that the Secretary of State shall not be bound to pay any interest or principal purported to be secured by any of the said debentures so issued or to be issued as aforesaid in any case in which moneys shall have been advanced to the Company by any person or persons on the security of a debenture but such person or persons shall have permitted the debenture to remain in the possession of the Company and shall not have claimed and actually taken up the same within such time as may be fixed by the Company with the approval of the Secretary of State. In any such case the moneys so advanced to the Company shall be carried to the account of "capital not bearing interest" and in case any interest shall have been paid by the Secretary of State to the Company on or in respect of such debenture the interest so paid shall be repaid to the Secretary of State but only if and so far as such interest shall not have been paid by the Company to the person entitled thereto. Provided also that in every case in which a debenture to which this Contract relates shall have been taken up and the holder thereof shall not within twelve calendar months after the principal moneys secured thereon shall have become payable have applied for the payment of such moneys then such moneys shall be carried to the account of the Secretary of State and in every case in which any interest secured by a like debenture shall be unclaimed for twelve calendar months after the same shall have become due such interest shall also be carried to the account of the Secretary of State and the Secretary of State hereby covenants and undertakes to indemnify and hold harmless the Company against all claims made in respect of principal secured by any debenture or interest in respect thereof after the money advanced thereon shall have been so carried to the account of "capital not bearing interest" and in respect of interest which shall have been so repaid by the Company to the Secretary of State and also against all claims in respect of principal or interest on debentures which shall have been taken up but which shall have been so carried to the account of the Secretary of State as being unclaimed within twelve calendar months of the due date of payment.

11. The Secretary of State shall not pay or guarantee or be required to pay or guarantee any interest on any sum or sums at any time received by the Company by way of premium on the issue of any of the said debentures or debenture stock but the said sums shall when paid into the account of the Secretary of State as aforesaid be placed to an account of capital not bearing interest.

Accounts.

12. All moneys expended by the Company with the sanction of the Secretary of State on the maintenance of such parts of the Travancore Branch as shall have been respectively opened for public traffic during the first two years after the same shall respectively have been so opened shall notwithstanding the provisions of Clause 58 (3) of the Principal Contract as between the Secretary of State and the Company be chargeable to account of capital.

13. The Company shall in the accounts to be kept by them relating to the moneys raised by the issue of debentures or debenture stock or advanced by the Secretary of State under this Contract distinguish between the moneys so raised or advanced for the purposes of the Pamban Branch and those so raised or advanced for the purposes of the Travancore Branch and in the latter account shall further distinguish between the moneys expended on the section of the said branch which is within the Native State of Travancore and the moneys expended on the section of the said branch which is outside the said Native State.

14. For the purpose of ascertaining the "net earnings" mentioned in Clause 59 of the Principal Contract the gross earnings and working expenses hereinafter mentioned of the Travancore Branch shall be excluded from the gross earnings and workings expenses mentioned in that clause.

15. Clause 60 of the Principal Contract shall henceforth be modified as follows:—

(1) After the payment referred to in Sub-section (2) of Clause 60 of the Principal Contract the net revenue receipts shall in the next place be applicable in payment to the Secretary of State of the amount paid by him in respect of interest upon the debentures or debenture stock issued under the provisions of this Contract for the purposes of the Pamban Branch and next in payment to him of the amount (if any) due to him in respect of interest upon the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this contract for the purposes of the Pamban Branch.

(2) For the purpose of ascertaining the net expenditure upon which interest is payable to the Secretary of State under the provisions of Sub-section (3) of Clause 60 of the Principal Contract there shall be deducted from the debit therein mentioned the principal moneys for the time being owing to the Secretary of State in respect of advances by him under Clause 7 of this Contract for the purposes of the Pamban Branch and the principal sum secured by the debentures or debenture stock issued under Clause 6 of this contract for the purposes of the Pamban Branch as well as the sums of Rs. 1,40,00,000 and Rs. 59,50,000 mentioned in the Principal Contract.

Interest during construction of Travancore Branch.

16.—(1) Until the Travancore Branch or some part thereof shall be open for public traffic the Secretary of State shall not be entitled to be

paid by the Company any moneys either in respect of interest paid by him upon the principal moneys raised by debentures or debenture stock issued under the provisions of this Contract for the purposes of the said line or in respect of interest which but for this clause would be due to him on the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this Contract for the purposes of the said Branch. Provided that if no part of the said Branch shall be open for public traffic by the 31st December 1902 the foregoing provisions of this clause shall cease and determine. And the Secretary of State shall thenceforth and until some part of the said Branch shall be open for public traffic be entitled to retain at the end of each half year the amount paid by him and due to him in respect of interest on all principal moneys so raised and on all principal moneys so owing to him as aforesaid for such half year out of the moneys (if any) payable to the Company in respect of such half year under Clause 60 of the Principal Contract.

(2) As soon as any part of the said line is open for public traffic the Secretary of State shall thenceforth and until the whole of the said line shall be open for public traffic be entitled to be paid by the Company out of the net revenue receipts of the Travancore Branch in manner hereinafter provided the amount paid by him and due to him in respect of interest on all principal moneys so raised and on all principal moneys so owing to him as aforesaid and if and so far as such net revenue receipts shall be sufficient for this purpose but if in any half year up to and including the half year ending the 31st December 1902 the net revenue receipts are not sufficient for this purpose the whole of such difference shall between the Company and the Secretary of State be borne by the Secretary of State.

(3) As soon as the whole of the said line shall be open for public traffic or (if any part of the said line is open for public traffic on the 31st December 1902) from and after the 31st December 1902 whichever shall first happen the Secretary of State shall thenceforth be entitled te be paid by the Company in manner hereinafter provided the amount paid by him and due to him in respect of interest on all principal moneys so raised and all principal moneys so owing to him as aforesaid.

As to the Earnings of the Travancore Branch.

17—(1) A separate account shall be kept by the Company of the "gross earnings" of the Travancore Branch.

(2) The "working expenses" of the Travancore Branch for each half year shall for the purposes of the provisions herein contained be taken to be such a sum as bears the same proportion to the gross earnings of the said line during such half year as the working expenses for that half year of the Company's undertaking for the time being (including the Travancore Branch) and all other charges (if any) to revenue account properly chargeable to that half year bear to the gross earnings of the undertaking including the Tavancore Branch for that half year.

(3) The sum remaining in each half year after deducting from the gross earnings of the Travancore Branch the working expenses of such line for the half year as above defined shall be "net earnings" and from

such sum shall be deducted such sums (if any) as according to the rules for the time being in force of either the State Railway Provident Institution or the Company's Provident Institution respectively shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of either or both of those Institutions (such sums being contingent on the amount of the net earnings of the said line). The amount of earnings of the said line remaining after making this payment shall for the purposes of this Contract be the "net revenue receipts" of the Travancore Branch.

18. The "net revenue receipts" of the Travancore Branch for each half year shall subject to the provisions of Clause 16 of this Contract be applied in the following manner and in the following order that is to say :—

(1) In payment to the Secretary of State of the amount paid by him in respect of interest upon the debentures or debenture stock issued under the provisions of this Contract for the purposes of the Travancore Branch.

(2) In payment to the Secretary of State of the amount (if any) due to him in respect of interest on the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this Contract for the purposes of the Travancore Branch.

(3) And the residue (if any) shall be divided between the Company and the Secretary of State in the proportions in which the residue of the net revenue receipts of the undertaking are divisible under the provisions of Sub-section (4) of Clause 60 of the Principal Contract.

Provided that if in any half year the net revenue receipts of the Travancore Branch shall not be sufficient to meet the payments to be made thereout under Sub-sections (1) and (2) of this Clause such deficiency shall be borne and made good by the Secretary of State and the Company in the following manner that is to say such deficiency shall be attributed to the section of the said Branch which is within the Native State of Travancore and the section of the said Branch which is outside the said Native State in proportion to the capital cost of the said sections respectively and as between the Secretary of State and the Company so much of such deficiency as is attributable to the section of the Branch within the said Native State shall be borne by the Secretary of State and so much of such deficiency as is attributable to the section of the said Branch outside the Native State shall be borne and made good by the Secretary of State and the Company in the proportions in which the residue of such net revenue receipts would have been divisible between them had there been any such residue and the Secretary of State shall be at liberty to deduct the Company's share of such deficiency in any half year from the moneys (if any) payable to them under Clause 60 of the Principal Contract in respect of that half year and (if such moneys are not sufficient to make good the Company's said share) from the moneys payable to them under this clause and that clause in respect of the next succeeding half year.

Termination of Contract.

19. In addition to the funds to be refunded to the Secretary of State on the termination of the Principal Contract under Clause 9: of that

Contract the Company shall thereupon refund to the Secretaty of State all moneys advanced by him to the Company under Clause 7 of this Contract which shall not have been previously repaid to him by the Company or expended with his sanction.

In witness whereof SIR ALFRED COMYNS LYALL, G.C.I.E., K.C.B., and SIR JAMES LYLE MACKAY, K.C.I.E., being two Members of the Council of India have hereunto set their hands and seals and the SOUTH INDIAN RAILWAY COMPANY LIMITED have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed, and delivered by the said two Members of the Council of India in the presence of—
W. H. TREASURE, India Office, Solicitor.

A. C. LYALL. L. S.

JAS. L. MACKAY. L. S.

The Common Seal of the SOUTH INDIAN RAILWAY COMPANY LIMITED was hereunto affixed in the presence of—
HENRY KIMBER, Chairman.
HENRY W. NOTMAN, Managing Director.

Seal of the South Indian Railway Company Limited.

No. XXXVI.

LETTER from the GOVERNMENT of INDIA, FINANCE and COMMERCE DEPARTMENT, to the SECRETARY TO THE GOVERNMENT of MADRAS, REVENUE DEPARTMENT, dated 6th May 1901, No. 2400-S.R. :—

I am directed to acknowledge the receipt of your letter No. 277 (Revenue), dated the 3rd April 1901, requesting sanction to a proposal to export annually 4,000 maunds of salt, free of duty, from the factories at Tuticorin to West Yellopetti, in the Travancore State, under the following conditions :—

(i) that the salt shall be carried in sealed bags and weighed on arrival;

(ii) that double duty shall be levied on short deliveries, an allowance of one and a half per cent. being made for wastage; and

(iii) that this duty shall be credited to the British Government.

2. I am to say that the Governor-General in Council sanctions the proposal.

VII.—COCHIN.

THE Rajas of Cochin belong to the pure Kshatriya caste, and claim to be descended from Cheraman Perumal, the last of the rulers over the territory stretching from Gokaru in North Kanara to Cape Comorin. (*See* Malabar, *infra*.)

In 1759 the Raja was attacked by the Raja of Calicut, who was expelled by the Raja of Travancore, and, as a reward for the service performed on that occasion, certain portions of territory were transferred from Cochin to Travancore. In 1776 the State of Cochin was conquered by Haidar Ali. It remained tributary and subordinate to Haidar, and subsequently to his son, Tipu Sultan, until the peace concluded by the latter with the British in 1792, when the claims of Mysore over Cochin were transferred to the British Government. A Treaty (No. XXXVII) had already been concluded with the Raja in 1791, by which he had agreed to become tributary to the British Government for his territories, which were then in the possession of Tipu, and to pay a subsidy of Rs. 1,00,000 annually. After the peace of 1792 the island of Chetuwa Manupuram was leased (No. XXXVIII) to the Raja for ten years.

In 1809 an insurrection took place in Cochin against the British power. This was suppressed, and a fresh Treaty (No. XXXIX) was concluded, by which the Raja agreed to pay, in addition to the previous subsidy of one lakh of rupees, an annual sum equal to the cost of one battalion of native infantry, or 1,76,037 Arcot Rupees, making an aggregate payment yearly, in six equal instalments, of Rs. 2,76,037. The disposal of the subsidy, and the distribution of the force maintained by it, whether stationed within or without the territories of the Raja of Cochin, were left unreservedly to the British Government. The other provisions of the treaty were similar to those of the treaty concluded with the Raja of Travancore in 1805 (No. XXVIII). The annual payment due from the Raja of Cochin to the British Government was subsequently reduced to Rs. 2,40,000, being one-half the amount of the Raja's estimated revenue of the time. At a later period it was fixed at two lakhs, which is its present amount.

The late Raja of Cochin, Ravi Varma, who succeeded to power on the death of his brother in 1853, was guaranteed in 1862 the right of adoption (*see* No. XXX) for himself and future rulers of Cochin. He died in

1864, and was succeeded by Rama Varma, then 28 years of age who, in 1871, was created a Knight Commander of the Star of India.

In 1865 certain fiscal restrictions in Cochin were removed. The arrangement differs from that made with Travancore (*see* No. XXXI) only in respect to the inclusion in the guarantee of the average receipts from the import duty on foreign tobacco. The duties on the other articles specified were fixed with reference to the actual receipts of 3 previous years. In June 1871 Rs. 75,291-10-10 were paid as compensation to the Cochin Darbar, but since 1900 the payment has amounted to Rs. 1,10,500 a year. No formal agreement was concluded with the Cochin State.

In 1869 a slight adjustment of boundaries was effected between the Cochin Darbar and the Madras Government. The modification is explained in a Notification of the 6th October 1870 (No. XL).

Raja Rama Varma died in 1888, and was succeeded by his brother, Vira Kerala Varma, who, whilst heir-apparent, had been created a Knight Commander of the Indian Empire. At his death in 1895 Raja Vira Kerala Varma was succeeded by his cousin, Rama Varma, who was born in 1852. Raja Rama Varma was created a Knight Commander of the Star of India in 1897, and a Knight Grand Commander of the same Order in 1903.

With a view to co-operating with the Government of India in the suppression of smuggling, the Darbar undertook in 1900 to obtain all opium, and in 1901 all ganja, required for consumption in the State from the Government storehouses in the Madras Presidency.

In 1899 the Raja ceded full and exclusive power and jurisdiction of every kind over the lands which were, or thereafter might be, occupied by the Shoranur-Cochin Railway (No. XLI); and in 1901 an Agreement (No. XLII) was made between the Raja and the Madras Railway Company for the construction, working, and maintenance of the railway by the latter. The railway was opened to traffic in 1902. In 1903 the Government of India consented to the Darbar raising a loan of ten lakhs of rupees at 4 per cent. interest, repayable in 15 years, to complete the construction of the railway from Shoranur to Ernakulam and of a forest tramway. The Darbar undertook to set aside for repayment of the loan and interest the sum of Rs. 1,10,500 a year which is paid to it under the Interportal Trade Convention of 1865 (*see* No. XXXI).

In 1903 the Darbar entered into an agreement with the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made in 1904 with the Mysore Darbar.

The Government of India have consented to the exercise of jurisdiction over European British subjects in Cochin by the Cochin Courts in certain cases. (*See* Travancore, *supra.*)

In the Cochin, as in the Travancore State, the line of succession is through females.

The area of Cochin is 1,361½ square miles; the population, by the census of 1901, is 812,025; and the gross revenue about thirty lakhs of rupees. The military force consists (1905) of 16 cavalry, 287 infantry, 22 artillery men, and 4 guns classed as serviceable.

The political charge of Cochin is held jointly with that of Travancore by the Resident in the latter State.

The Raja receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

No. XXXVII.

TREATY concluded with the RAJAH of COCHIN in 1791.

Parampadapoo Valea Ramavarmah, Rajah of Cochin, having solicited an alliance with the Honourable United English East India Company, which the Honourable the Governor in Council of Madras has accepted of, on condition that the said Rajah shall throw off all allegiance to Tippoo Sultan, and become tributary to the said Honourable Company; Mr. George Powney, on behalf of the Honourable the Governor in Council of Madras, has settled with the above said Rajah this Treaty, consisting of nine Articles.

ARTICLE 1.

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the conditions of this Treaty, and shall faithfully adhere to them without diminution or reserve.

ARTICLE 2.

That the Honourable Company's forces shall assist Ramavarmah Rajah to recover the possessions wrested from him by Tippoo Sultan, and shall render him independent of him.

ARTICLE 3.

That upon the said possessions or districts which are underwritten being recovered, Ramavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah.

In the district of Nandevalam the following dependencies:—

Mookanapooram and Irjanacoodel.	Maperanum.
Kodashery.	Pooducadoo.

In the district of Paravanttaney the following dependencies:—

Treshour.	Paragom and Parumanum.
Paravanttaney.	Yennamakel.

Chettalipillee.

The district of Tallapellie.	The district of Parattoo Vedee.
The district of Mooblurkarah.	The villages of Tekkamangalum.

The district of Kawoolapar.

In the district of Palyghatchery:—

Two hills called Temmalapooram.	Vadamalapooram.

Between these districts:—

Kodagara Nandoo.	Naledesum.

In the district of Chetwan and Manapooram:—

Padanittaulum.	Kanrah.

Tireparate.

The village of Cranganore.	Trevangekadum Church.

Yada Turtie.

ARTICLE 4.

That upon Ramavarmah Rajah being in possession of the abovementioned districts he shall become tributary to the Honourable United English East India Company, and shall pay to the representative or delegate of the Honourable Governor in Council of Madras a yearly tribute, in the following manner:—for the first year he possesses the aforementioned districts, seventy thousand Rupees; the second year, eighty thousand Rupees: the third year, ninety thousand Rupees; and the fourth year, one hundred thousand Rupees; and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments.

ARTICLE 5.

That in the event of any claim being preferred by any Rajah to the places and districts above mentioned within five years after the date of this Treaty, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Honourable English East India Company's Government.

ARTICLE 6.

That in consideration of a Treaty which subsists between the Honourable Dutch East India Company and the Rajah Ramavarmah of Cochin, the Honourable Governor in Council of Madras, not wishing to enter into any condition which may not be compatible with the spirit of the Treaty subsisting between the above mentioned parties, it is agreed that Rajah Ramavarmah shall become tributary to the Honourable English East India Company only for those districts and places before recited which were in the possession of Tippoo Sultan, and for which the said Rajah paid him tribute, and with which the Honourable Dutch Company have no concern.

ARTICLE 7.

That the Rajah Ramavarmah shall exercise a complete and uncontrolled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honourable English Company.

ARTICLE 8.

The Honourable English East India Company relying on the constancy and firmness of Rajah Ramavarmah's alliance and vassalage, and his continuing faithful to these engagements, it is agreed that no further demands shall be made upon him, and he shall receive that protection which the Honourable English East India Company always give to their faithful tributaries and allies.

ARTICLE 9.

It is agreed that this Treaty shall be considered to have effect from the time (25th September 1790) Rajah Ramavarmah regained possession, by

power of the Honourable Company's arms, of the districts and places wrested from him by Tippoo Sultan, and that from that period the said Rajah shall commence to pay the tribute mentioned in the 4th Article of this Treaty.

Mark of the Rajah [Seal.]

Cochin, 6th January 1791.

We, the President and Council of Fort St. George, by virtue of the authority vested in us by the Governor General in Council of Fort William in Bengal, do acknowledge the written copy of the Treaty between the Honourable English East India Company and the Rajah of Cochin and declare it binding upon all the said Company's settlements in India, and have signed and sealed the same in Fort St. George, the 2nd February of the Christian era.

(Sd.) W. MEADOWS.
" CHARLES OAKELEY.
" JOHN HUDLESTON.

[The Company's Seal.]

NO. XXXVIII.

TREATY with the RAJAH of COCHIN for the lease of CHETTEWAH MANAPOORAM.

Whereas by a Treaty of peace concluded between the Honourable Company and Tippoo Sultan on the 16th March 1792, the latter ceded to the former in full sovereignty the province of Malabar; and whereas at the solicitation of the Rajah of Cochin a part of the province, *viz.*, the island Chettewah Manapooram, exclusive of the Cherical lands of Pudewatara, Alume, and Kanru, in which last is the Rajah's temple of Trevangecolum and of the Pagoda Teriparattu, the Honourable the Governor General in Council has directed shall be leased to the said Rajah for the space of ten years on the terms and conditions hereunder specified, provided they shall be approved and confirmed by the said Governor-General in Council: I, James Stevens, Esquire, supervisor of the province of Malabar, by virtue of the powers entrusted to me by the Honourable George Dick, Esquire, Governor in Council of Bombay, do hereby lease the said island to the abovementioned Rajah of Cochin for the term aforesaid, on the following conditions:—

1st.—That the said Rajah shall pay annually during the terms aforesaid the sum of Rupees thirty thousand clear of all deductions of three instalments, *viz.*, the first of ten thousand Rupees on the 15th of Danoom, or

December 28th; the second of the same sum on the 15th Makharom and the remaining ten thousand at the end of Shingum.

2nd.—That the authority of the judicial courts established by the late Commissioners shall be in force throughout the districts of Chettewah Manapooram.

3rd.—That the collections of the customs shall remain with the Honourable Company's officers, excepting goods belonging to the Rajah, which shall be exempted from duties provided that the Rajah shall certify that such goods on which he claims exemption are *bonâ fide* his property.

4th.—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegars, such complaints when proved, shall be deemed sufficient cause for the lease of the island being cancelled and the agreement of no validity, and of course the collection of the island of Chettewah will be resumed by the Company's officers.

No. XXXIX.

TREATY of PERPETUAL FRIENDSHIP and SUBSIDY between the HONOURABLE THE ENGLISH EAST INDIA COMPANY BAHADOOR and the RAJAH of COCHIN—1809.

Whereas an agreement was concluded in the year 1790 between the Honourable East India Company Bahadoor and the late Rajah of Cochin, by which that Rajah was to be put in possession of, and to hold on specific conditions as a tributary of the Honourable Company, certain districts therein enumerated; and Whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the States: Wherefore the following Articles of a new Treaty between the Honourable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore, Lieutenant-Colonel Colin Macaulay, being duly vested with authority thereto by the Honourable Sir George Hilaro Barlow, Baronet, Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable East India Company, and by the Rajah of Cochin for himself and successors, to be binding upon the contracting parties as long as the sun and moon endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honourable the East India

Company Bahadoor engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomsoever.

ARTICLE 2.

In consideration of the stipulations in the preceding Article, the Rajah of Cochin agrees to pay annually to the said Honourable Company, in addition to the usual subsidy of one lakh (1,00,000) of Rupees, a sum equal to the expense of one battalion of native infantry, or Arcot Rupees 1,76,037, making an aggregate annual payment of Arcot Rupees 2,76,037, the amount to be payable in six equal kists, and the payment to commence from the first of May 1809; and it is agreed that the disposal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honourable Company, shall be left entirely to the Company.

ARTICLE 3.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion than is stipulated for by the preceding Article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expense thereby incurred such a sum as shall appear to the Governor in Council of Fort Saint George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor in Council of Fort Saint George shall have reason to apprehend such failure in the funds so destined, the said Governor in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch or department of the Rajah of Cochin, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of the Rajah of Cochin as shall appear to him, the said Governor in Council, necessary to render the funds efficient and available either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become necessary to carry into effect the provisions of the fourth Article, the said Rajah shall immediately issue orders to the Karegars or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of

the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case the said Rajah shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenue of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of the said Rajah's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenues, be less than the sum of thirty-five thousand Rupees, together with one-fifth part of the net revenues of the whole of his territories; which sum of thirty thousand Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for the use of the said Rajah.

ARTICLE 6.

The Rajah of Cochin engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company Bahadoor and their allies; and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by the said Rajah, without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

The Rajah of Cochin stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Government all Europeans, of whatever description, who shall be found within the territories of the said Rajah without regular passports from the English Government; it being the said Rajah's determined resolution not to suffer even for a day any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are situated within the said territories should be dismantled or garrisoned, as well in time of peace as of war, by British

troops and officers, the said Rajah hereby engages that the said English Company Bahadoor shall at all times be at liberty to dismantle or garrison, in whatever manner they may judge proper, such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of.

ARTICLE 9.

The Rajah of Cochin hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extention of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the sixth day of May 1809, settled and concluded at the palace of Anjekanall, near Cochin by Lieutenant-Colonel Colin Macaulay, Resident at Travancore, on the one part, on behalf and in the name of the Honourable Sir George Hilaro Barlow, Baronet, and Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable English East India Company; and on the other part by the Rajah of Cochin, for himself and successors; the Lieutenant-Colonel aforesaid has delivered to the said Rajah one copy of the same in Engilsh and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenant-Colonel aforesaid another copy, also in Tamul and English, bearing his seal and signature; and the aforesaid Lieutenant-Colonel has engaged to procure and deliver to the said Rajah, without delay, a copy of the same under the seal and signature of the Honourable the Governor in Council, on the receipt of which by the said Rajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Rajah of Cochin, and the copy of it now delivered to the said Rajah shall be returned.

Mark of the Rajah [Seal.]

(Sd.) G. H. BARLOW.
„ W. PETRIE.
„ T. OAKES.
„ J. CASAMAJOR.

By the Honourable the Governor in Council.

(Sd.) A. FALCONAR,
Chief Secretary to Government.

Ratified in Council on the 17th October 1809.

(Sd.) MINTO.
,, G. H. BARLOW.
,, T. OAKES.
,, J. CASAMAJOR.

By the Right Honourable the Governor-General in Council.

(Sd.) A. FALCONAR,
Chief Secretary to Government.

No. XL.

NOTIFICATION relating to the ADJUSTMENT of BOUNDARIES between the MADRAS PRESIDENCY and the COCHIN STATE.

Fort St. George, 6th October 1870.

Whereas the Governments of Fort Saint George and Cochin having mutually agreed to transfer one to the other the outlying portions to their respective territories noted in the margin, it is hereby notified that the deshom of Tekamangalum will henceforth be considered as an integral portion of the British possessions in India, and will form part of the amshom of Perur in the taluq of Walluvanad and district of Malabar, and that the deshoms of Parkallam and Kotai at present in the Ponany taluq of the Malabar district will be included in the territory of the Cochin Sircar. The Cochin Sircar have agreed not to raise the assessment on the cultivated lands in the last-mentioned deshoms without the special sanction of the Government of Madras. Waste lands will, however, be assessed as they are brought under cultivation, and lands in process of reclamation will be assessed according to the terms of the Cowle-deeds granted by the British Government.

1. Tekamangalum, belonging to Cochin Sircar.
2. Porkallam. } Belonging to
3. Kotai. } British Government.

The transfer will date from the 22nd September 1869.

By Order of His Excellency the Governor in Council.

(Sd.) R. A. DALYELL,
Acting Secretary to Government.

[*Note.*—From the *Fort St. George Gazette*, dated 11th October 1870, page 1309.]

No. XLI.

AGREEMENT entered into by the RAJA of COCHIN regarding the cession of JURISDICTION on the COCHIN PORTION of the SHORANUR-COCHIN RAILWAY.

I, Rama Vurmah, Raja of Cochin, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Shoranur-Cochin Railway (including all lands occupied for stations, for outbuildings, and for other railway purposes), and over all persons, and things whatsoever within the said lands.

THE PALACE, TRIPUNITHURAI, (Sd.) P. RAJAGOPALA CHARI,
The 22nd day of August 1899. *Diwan of Cochin.*

(Sd.) RAMA VURMAH,
Raja of Cochin.

No. XLII.

COCHIN RAILWAY AGREEMENT.

Working Agreement between His Highnees Sir Rama Varmah, K.C.S.I., Rajah of Cochin and the Madras Railway Company.

MEMORANDUM of Agreement made this 1st day of January 1901, between His Highness Sir Rama Varmah, K.C.S.I., Rajah of Cochin, and the Madras Railway Company for the construction, working and maintenance of the Shoranur-Cochin State Railway by the Madras Railway Company.

Interpretation.

1. Throughout this agreement, unless otherwise stated or unless there is something repugnant in the context, the following terms are to have the meanings set opposite to each of them respectively, namely—

State.

(*a*) The word *State* means the State of Cochin.

Company. The word *Company* means the Madras Railway Company.

Traffic. (*b*) *Traffic* means everything that is carried over the State Railway.

(*c*) *Coaching Traffic* means passengers, horses, carriages, dogs, parcels, luggage and all that is booked at what are commonly known as coaching rates.

Coaching traffic.

(*d*) *Goods Traffic* means coal, minerals, materials and merchandise of all kinds, also cattle, sheep, etc., and all that is booked at what are commonly known as goods rates.

Goods traffic.

Telegraph receipts. (*e*) *Telegraph Receipts* include all sums received for telegrams, whether State or private.

(*f*) *Capital Expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the Madras Railway would be charged to the Capital account.

Capital expenditure.

(*g*) *Revenue Expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the Madras Railway would be charged to the Revenue account.

Revenue expenditure.

(*h*) *Stations* include sidings, platforms, points, sheds, tank-houses, wells, water-columns, signals, approaches, roads, buildings for traffic purposes, dwellings for the traffic station staff, furniture, fittings, lamps and other appliances that are required for working traffic, etc., at stations.

Stations.

(*i*) *Locomotive Premises* include engine-sheds, ashpits, running sheds, repairing shops and all other appliances necessary for maintaining rolling-stock in working order.

Locomotive premises.

(*j*) *Rolling-Stock* includes brake-vans, water-tanks, goods and coaching vehicles, and locomotive engines which are necessary for working the traffic of the State Railway.

Rolling-stock.

(*k*) *State Railway* includes all stations, locomotive premises, dwellings for the staff, rolling-stock and the whole of the permanent-way forming part of the Cochin State Railway, which under this agreement will be worked by the Company.

State Railway.

(*l*) *Local Traffic and Telegraph receipts* are those which relate to traffic and telegrams which do not pass off the State Railway, and include the receipts for traffic and telegrams between the junction at Shoranur and any station on the State Railway.

Local traffic and Telegraph receipts.

(*m*) *Interchanged Traffic receipts* are the share of the receipts due to the State Railway for traffic which passes between stations of the Madras Railway and beyond, to any station on the State Railway, and *vice versâ*.

Interchanged traffic receipts.

(*n*) *Gross Receipts* include the State Railway share of all local and interchanged traffic receipts, all sums received for rent, and all other sums received by the Company on account of the State Railway, including advertisement receipts and refreshment-room profits, sale of unclaimed and damaged goods, licenses to fruitsellers, etc.

Gross receipts.

(*o*) *Madras Railway local traffic* means all traffic booked or invoiced between Shoranur station and any other station on or beyond the Madras Railway.

Madras Railway local traffic.

(*p*) *Shoranur-Cochin State Railway local traffic* means all traffic booked or invoiced between Shoranur station and any other station on the State Railway.

Shoranur-Cochin State Railway local traffic.

(*q*) *Interchanged traffic* means all traffic booked or invoiced between any station, other than Shoranur, of the Madras Railway or beyond that railway and any station other than Shoranur of the State Railway.

Interchanged traffic.

(*r*) *Madras Railway through traffic* means all traffic from any Madras Railway station on one side of Shoranur or beyond, to any Madras Railway station on the other side of Shoranur station or beyond.

Madras Railway through traffic.

(*s*) *Net earnings* are the balance of gross receipts after deducting payments for working charges including the first contribution to the Madras Railway Provident Institution and the share of interest on Shoranur Joint station, as laid down in clauses 17, 19 and 20.

Net earnings.

2. The Company agrees to construct the State Railway making no charge therefor beyond the salaries, allowances and Provident Institution contributions of all staff transferred to or specially engaged for the work; such percentages only will be charged in the manufacture and supply of stores as are charged to the Government of India for work carried out in the Company's workshop or for stores supplied; also such actual out-of-pocket expenses, whether in England or in India, as would not have been incurred but for the Company having agreed to construct the State Railway.

Construction clause.

3. The State Railway, with its complete equipment and all conveniences necessary for the working of its traffic, after construction and completion as above, will be taken charge of by the Company on the day of its official opening for traffic; and from that date and during the currency of

The Company to work the State Railway.

this agreement (see clause 4) it will continue to be worked by the Company as part of its own undertaking in all respects as if it actually belonged to the Company, subject only to the same control of the Government through the Consulting Engineer to the Government of Madras as is provided in the Company's own contract with the Secretary of State for India in Council; the intention being that for working purposes the State Railway is to be considered and dealt with exactly as if it were the property of the Company except as to the provision of funds for capital expenditure.

Period of agreement and notice of termination.

4. This agreement is to remain in force until the termination of the present contract, dated the 2nd January 1871, between the Secretary of State for India in Council and the Company.

Land.

5. The State will provide free of cost any land that may at any time be required for the use or extension of the State Railway.

Capital expenditure.

6. The State will also provide all necessary funds that may be required for capital expenditure on the State Railway, and the work will be carried out by the Company's staff, no supervision charge being made beyond the cost of any staff specially engaged for particular works (*vide* clause 2).

Revenue expenditure.

7. All other expenditure than that specified in clauses 5 and 6 will be borne by the Company and will be covered by the payment alluded to in clauses 17, 19, 20 and 21.

Rates and fares.

8. Rates and fares will be those published from time to time as generally applicable to the system of railways worked by the Company.

Terminal charges.

9. No terminals will be charged on coaching traffic, but on goods traffic a terminal charge of 4 pies per maund may be made at each of the stations of origin and destination.

Alteration of rates.

10. The Company will have the power to alter the rates as found to be desirable for the encouragement of traffic—all alterations being duly recorded in the minutes of the ordinary official meetings.

Telegraph and Post office concessions.

11. The provisions regarding telegraphs and the services to be rendered to the Secretary of State in regard to the carriage of mails and Postal servants, Government servants, and military stores over the State Railway will be the same as those in force on Indian State Railways from time to time.

Responsibility for accidents.

12. The Company will be responsible, as between the State Railway and the public, for all accidents, losses, or damages of all kinds upon the State Railway, except such as

are caused by earthquakes, war or civil commotion, the act of God or of the King's enemies, extraordinary casualties from exceptional rainfall, or damages by floods, landslips, bursting of tanks or other irrigation works, or of rivers, for all of which the State will be pecuniarily responsible.

Provision of staff, stores, etc.

13. The Company will provide and pay for the necessary staff, stores, etc., required for the working of all descriptions of traffic over the State Railway.

Control of traffic.

14. The Company will have entire control of the train and traffic arrangements of the State Railway, and shall, during the continuance of this agreement, cause to be run upon the State Railway as many trains and at such times as the traffic shall from time to time require.

Telegraphs.

15. The Indian Government Telegraph Department will provide and maintain the wires required for the necessary lines of telegraph. The Company will provide and maintain all telegraph and telephone instruments, all electrical appliances, and the staff required for their working. The Government charges on account of the wires, and the maintenance charges in respect to instruments, together with the cost of the working and supervising staff will form part of the working expenses of the combined system. The first cost of telegraph and telephone instruments and of any other electrical appliances provided by the Company will be charged to the Capital construction account of the State Railway.

Accounts.

16. (*a*) The Company shall record and keep in a proper manner full and particular accounts of all transactions in any way relating to the State Railway. All receipts will be collected and treated as receipts of the Madras Railway. As soon as the accounts for each half-year shall have been made up and passed by the Government of Madras and the payments defined in clauses 17, 19, 20 and 21 shall have been deducted, the balance will be paid into the Bank of Madras for credit of the State.

(*b*) The gross receipts of the State Railway will be kept separate and distinct.

(*c*) A full statement of accounts will be furnished by the Company half-yearly to the State, and the Company will also furnish a weekly statement of the State Railway traffic earnings in the usual form.

Remuneration to the Company for working the State Railway.

17. The charge to be made by the Company for working the State Railway shall be the same proportion of the total revenue expenditure as the gross earnings of the State Railway bear to the gross earnings of the Madras Railway system, including the State line. After providing from the net earnings, for the second contribution to the Madras Railway Provident

Institution under clause 21, and for interest at the rate of 3 (three) per cent. per annum on the booked capital expenditure of the State Railway including land, the balance shall be considered as "surplus profits" and shall be divided between the State and the Company in the proportion of four-fifths to the State and one-fifth to the Company.

Stores.

18. Stocks of all necessary stores for the traffic working of the State line will be maintained by the Company at its own expense. Imprest reserves of stores required for the maintenance of the way and works and rolling-stock will be provided and maintained at the charge of the capital of the State Railwey, capital being credited and working expenses debited from time to time with the value of all such stores used up for revenue purposes.

Shoranur joint station.

19. The necessary expenditure to render the station buildings of the Madras Railway at Shoranur available for use as a joint station will at all times be undertaken by and at the cost of the Company. Interest will be charged upon the total cost of the joint station premises, as per schedule annexed, at the rate of 5 per cent. per annum; but in consideration of the Madras Railway through traffic (as defined in paragraph (*r*) of clause 1 of this agreement) with which the State Railway is not concerned, one-fifth of the interest on the cost of the Shoranur joint station shall be paid by the Company and the remaining four-fifths of that amount shall be paid by the State and Company's Railways in proportion to the weight of their local and interchanged traffic at Shoranur. The weight of coaching traffic shall be reckoned according to the usual scale as follows: For each passenger of whatever class $\frac{1}{10}$ ton. Parcels at actual weight.

20. The payment by the State of their proportion of the interest on the cost of joint buildings shall be in addition to the proportion of gross earnings for ordinary working expenses, etc., to be charged by the Company under clause 17.

21. One per cent. will be deducted from the net earnings (exclusive of the first contribution) of the State Railway as a second contribution to the Company's Provident Institution.

22. Should the State Railway cease for any cause to make use of the Shoranur joint station, the amount of compensaton to be paid to the Company for capital expenditure incurred to render that station fit for use as a joint station, shall be determined by mutual agreement or, if necessary, by arbitration as provided for in clause 23.

23. In the event of any difference of opinion arising upon any of the terms of this agreement between the State and the Company, the matter

shall be referred to the Consulting Engineer to the Government of Madras, whose decision shall be final and binding upon all parties.

P. RAJAGOPALA CHARIYAR.
Dewan of Cochin.

LOUIS S. MOSS,
Agent and Manager, Madras Ry.

VIII. MALABAR COAST.

Of the three great ancient kingdoms of Southern India, namely, Chera Chola, and Pandya, the first, Chera (a name which is still applied to the *nad* or district of Chera in Malabar), lay to the west, and included nearly the whole of the Malabar Coast.

The history of Chera is fragmentary, but suffices to show that a high state of civilization and a well ordered political system existed at a very early period. In the third century B.C., one of King Asoka's edicts, graven on a rock at Girnar, mentions Keralaputra (the ruler of Kerala) along with Chola and Pandya, and in the first two centuries of the Christian era the name re-appears in the Cælobothras of Pliny, in the Keprobotros of the Periplus Maris Erythræi, and the Kerobotos of Ptolemy. These authors emphasize the great trade of the country with Rome, which at a later period justified the presence of two cohorts at Cranganore for its protection, and the early poems and anthologies of Tamil literature mention the names of several Chera kings. Mouziris or Cranganore was the metropolis of trade, and Vanji or Karur, variously identified with Tiruvanjikulam near Cranganore, and with Tiru-karur further inland, was the seat of Government.

With the close of the second century A.D., the history of Kerala becomes well nigh a *tabula rasa* for several hundred years, the very name dropping out of all authentic records. Epigraphic research has revealed the names of eight Chera kings of the period, but little is known of them but their names, and it is impossible to correlate them with one another or with better known kings of other dynasties. One of them, Bhaskara Ravi Varma, whose date is ascribed to the eighth century, bestowed upon the Cochin Jews, then domiciled at Cranganore, certain rights and privileges which the so-called Black Jews still exercise, and, as in a still extant copper plate he regulated the dues of the Tirunelli Temple in north Wynad. Kerala, in his time, must have extended over the crest of the Western Ghats. Sthani Ravi, whose date is approximately the same, bequeathed to posterity a copper plate granting the site of a Church to the Syrian Christian community, as well as rights and privileges very similar to those of the Jews. Contemporary south Indian history shows that in the tenth and three following centuries Kerala was constantly overrun by invaders from the east of the ghats, but Ravi Varma, who ascended the throne of his father, Jayasimha, in 1309, seems to have extended his

conquests as far as Conjevaram in Chengalpat. His successor, Vira Raghava Chakravarti, was apparently the last of his line. His name lives in a single copper plate, now in the possession of the Syrian Christian community at Kotayam in Travancore, dated, according to the latest expert opinion, March 15th, 1320 A.D.

The downfall of the Perumals was probably caused by the growing power of their great vassals, the Rajas of Travancore and Cochin, the Zamorin and the Kolattiri in particular, and there is the authority of the Moslem traveller, Ibn Batuta, for the statement that in the middle of the fourteenth century twelve kings were ruling on the Malabar Coast. The Zamorin, supported by the Moors, was particularly aggressive, and by 1498, when the Portuguese first appeared on the scene, had made himself predominant in Malabar proper. The Kolattiri in the north was strong enough to resist aggression, but the Zamorin had absorbed many of the small principalities in the vicinity of his capital, Calicut; had made himself suzerain of others; and had encroached upon the domains of his two most powerful neighbours in the east and in the south, the Walavanad and Cochin Rajas.

The Portuguese period lasted for 165 years, till the capture of Cochin by the Dutch in 1663. Their monopoly of trade had come to an end some thirty years previously. In 1635 a small English factory had been established at Cochin, and pepper had been exported for the first time direct to England, and in 1664 two factors settled at Calicut with permission to trade from the Zamorin. From this time till the Mysorean invasion in 1766, the history of Malabar is a record of the struggle between the Dutch, the English, and subsequently the French, who secured a footing on the coast at Mahé in 1725, for the rich pepper trade of the country.

Important changes, in the meantime, had taken place in the balance of power among the native princes. The Kolattiri's dominions had been dismembered by various causes; and North Malabar was divided between the Kolattiri in the extreme north, and his two great feudatories, the Kotayam and Kadattanad Rajas, further south. In the Wynad the influence of the Kotayam family and of their connections, the Kurumbranad family, was paramount. In South Malabar the Zamorin was supreme, save for the attenuated domains of the Walavanad and Palghat Rajas. Under the principal Rajas numberless petty chieftains, with varying degrees of independence, ruled each his own small portion of the country

called a *nad*. Throughout the district the system of government was markedly feudal in character.

Of the European nations the Dutch for a time held the upper hand; but, thanks to their own blunders, their influence among the country powers waned as rapidly as that of the English waxed. Anjengo in Travancore and Tellicherri in North Malabar were the first important settlements of the latter. At Anjengo a site for a factory was secured in 1684 from the Attingal Rani of the Travancore family, and six years later permission was obtained to build a fort. The Tellicherri factory was founded some time before 1699, and fortified in 1708 (No. XLIII). In 1719 they received from the Kurangot Nayar the monopoly of pepper trade in his dominions (No. XLIV), and in 1722, 1725 and 1748, respectively, similar privileges from the Kolattiri and the Rajas of Kadattanad and Kotayam (Nos. XLV, XLVI, and XLVII). Their territorial possessions were extended by the acquisition in 1731 of the gardens of 'Palatady and Cottudali' still a part of the Anjengo settlement (No. XLVIII), and of the island of Darmapattanam in 1734 (No. XLIX), and the fort of Madakkara in 1736 (No. L), and in 1749 the whole island of Madakkara was made over to them with all the attributes of territorial sovereignty.

The Dutch at Cannanore fort, which they sold in 1771 to the Ali Raja, gave little trouble, but from 1725 onwards the Tellicherri factors waged almost constant war with the French at Mahé. In 1760 they gained their first important success, when the first of the three capitulations of Mahé took place, and the exclusive privileges of trade, which they acquired over a great part of Malabar at this period, illustrate their great influence on the coast. In 1760 they obtained from the Kolattiri Regent the privilege of collecting customs duties within his dominions in consideration of a fixed quit-rent of 21,000 silver fanams, or Rs. 4,200 a year. They also obtained the mortgage of Randatara in payment of a loan which the feudal chieftains of that district (subordinate to the Kolattiri Regent) had contracted. The grant of Randatara by the Kolattiri Regent was confirmed by a subsequent agreement on the 23rd March 1765, by which time the debt had not been paid off, and again on the 16th May of the same year the rents to be collected from the district were fixed, and the chieftains promised to be, and remain, faithful to the English, and to assist them when required with 500 Nayars.

Nos. LI to LIX form some of the principal Engagements contracted with the Malabar and Kanarese Chiefs before the invasion of their country by Haidar Ali from Mysore. It is unnecessary here to enter into any detailed history of these engagements, and the many similar agreements that were made before Haidar Ali's conquest.*

The Zamorin claimed to be sovereign paramount over the smaller principalities in the southern districts of Malabar, and reduced most of them to subordination by force of arms. This spirit of conquest was one among other reasons which led to the invasion of his dominions by Haidar Ali, who in 1766 reduced the whole country from Chirakkal to Cochin. The Chiefs of Cochin, Kurangott, and Randatara, subordinate to the Dutch, French, and English Companies, respectively, were allowed to retain their possessions; but the others were driven out and the management of their States was entrusted to Madanna, in south Malabar, and to Ali Raja, the Mappilla Chief of Cannanore in the north.

During the war which broke out between the British Government and Haidar Ali in 1768, the Malabar Chiefs, who had taken refuge in Travancore and the British territories, reinstated themselves, and held possession till 1774, when the southern Rajas were again expelled. In the northern districts the Raja of Kadattanad submitted to Haidar, and the Kolattiri Regent was confirmed by Haidar in his possessions, and in Kottayam and Iruvalinad, on condition of paying tribute. In the treaty of peace† concluded with Tipu Sultan in 1784, the Rajas of Tanjore and Travancore were the only allies of the British whose protection was specifically guaranteed; and this left Tipu free to wreak his vengeance for past acts of hostility on the part of the Malabar Chiefs who had co-operated with the British against him at the siege of Tellicherri and elsewhere. In a few years Tipu again drove most of the Rajas and their families from the country by his attempt forcibly to convert them to the Muhammadan faith.

In the war of 1790 the Nayars and Mappillas were encouraged to throw off their dependence on Tipu Sultan by a promise of protection on condition of their becoming subjects and dependants of the British Government. Accordingly, on the 4th May 1790, deeds were given to the Kolattiri Regent, to the Raja of Kadattanad, and to the Regent of Kottayam, promising to include

* Mr. Logan's "Malabar" and his "Treaties, etc., relating to British affairs in Malabar" may be consulted for further details.

† See Mysore.

them as allies in any treaty which the British Government might make with Tipu. A similar deed was given to the heir-apparent of the Zamorin. After Tipu's troops were expelled from Kurangott, the Nayar of that district was allowed to resume possession of his country, but he soon after renewed his connection with the French in the settlement at Mahé and acknowledged his dependence on them. The Mappilla ruler of Cannanore sided with Tipu, but on the reduction of her fort she submitted to the British Government unconditionally. Before the end of the year 1790 Tipu's army was driven out of the whole of the Malabar country; the Rajas both in the north and the south were restored, and their territories, with the exception of those of Nelisharam, Vetal Hegra, Kumli, Bangar (in the South Kanara district), and Wynad in Malabar were included in the cessions made to the British Government under the treaty of 1792. Wynad was long regarded as an "equivocal possession" and in 1798 was definitely pronounced by the Governor-General to be a part of Tipu's dominions. In the following year, however, it was ceded by the Partition Treaty which followed the fall of Seringapatam.

Commissioners were appointed in 1792 to enquire into the condition of the ceded districts, and to establish a suitable system of government and judicial administration. The Rajas did not at first acquiesce in the assumption of the sovereignty of the country by the British, but eventually agreements were concluded with them by which they engaged to submit to the control of the British Government; to pay tribute; and to grant the monopoly of the pepper trade. In December 1792 free trade was proclaimed in all articles except pepper, but the attempt to maintain the pepper monopoly proved a failure, and the restrictions on the trade in that article also were removed in the following year, the British Government limiting its claims to a payment in kind of a moiety of the tribute to which, as sovereigns of the country, they were entitled.

The first agreements which were made with the Rajas were temporary and generally concluded for one year only, until the resources of the country could be ascertained, and a fair tribute fixed in proportion to the revenues. Eventually the Rajas agreed to a joint collection of the revenues by their own officers and those of the British Government. Inland customs were abolished, and taxes on exports and imports were levied by the British Government alone. Courts of justice were established, presid-

ed over by British officers, and in a short time the administration of the country was assimilated to that of the other British provinces. Thereafter engagements were from time to time made with the Chiefs; but they were merely revenue engagements which it would be out of place to insert in the present collection. The earlier Engagements made with them, before they had lost their political status have been included as Nos. LX to LXXVIII.

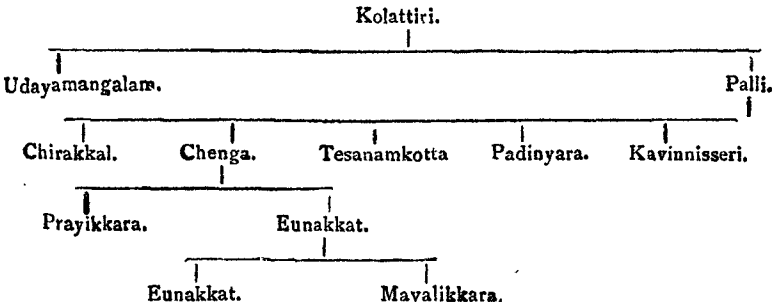
The town of Cochin was captured from the Dutch in 1795 (No. LXXIX) and in the same year Tangasseri fell into the hands of the British. In 1799 Coorg, which hitherto had been included in Malabar, was placed under a separate political officer.

The administration of the Malabar District was transferred from the Presidency of Bombay to that of Madras on the 1st July 1800. Finally on the 15th November 1806, by which time the whole of the Malabar District, except Cannanore, had been taken under the direct revenue management of the Company, an Engagement (No. LXXX) was entered into with the Zamorin, guaranteeing to him and his family a malikana allowance, calculated at the rate of 20 per cent. on the revenues of the year 1800-1801, of the territories of which he was in possession at the time of the Mysore invasion. Similar malikana allowances were granted to the other chieftains, but no formal engagements were made with them. The allowances were made liable to forfeiture on proof of disloyalty or misconduct. These malikana holders are not in any sense zamindars.

Cochin State was transferred to the control of the Resident in Travancore in 1809, and Mahé, which, for the third time in its history, had opened its gates in 1793, was restored in 1817 after the conclusion of peace with France (No. LXXXI). Two years later the French Loge at Calicut was handed over (No. LXXXII), and in 1853 the aldees or out lying portions of French territory round Mahé were delivered up (No. LXXXIII). The small isolated settlements of Tangasseri and Anjengo have been leased to Travancore since 1822 and 1819 respectively, the inhabitants remaining under British protection "in all cases of a civil and police nature". The leases are under revision. The collection of the land revenue has been taken over by the British Government, and the lease of the revenues derived from salt, abkari, opium, customs, and tobacco has again been offered to the Travancore Government for a lump sum of Rs. 7,000.

Mana Vikrama, the late Zamorin, or first Raja, of Calicut, received the personal title of "Maharaja Bahadur" in 1878, and was created a Knight Commander of the Indian Empire on the 25th May 1892. He died on the 6th August 1892. The malikana allowance to the family amounts to Rs. 1,34,000 in round numbers.

The rule of succession in Malabar families is peculiar.* A father stands in no recognised legal relationship to his own children, who inherit their mother's property and not their father's. A Malabar *taravad* or family corresponds pretty closely to the Roman *gens*, with this fundamental distinction, however, that the members of the *taravad* trace their descent from a common ancestress, instead of from a common ancestor. When the members of a *taravad* divide the common property among themselves, they become split up into separate *taravads*, but when, as in the case of the *taravads* of these Rajas and Chieftains, a large part of the common stock is set aside for the maintenance of the family dignity, a number of separate branches, called *tavazhis*, are in the course of time formed, with no bond to keep them from disintegration into separate *taravads*, except their interest in the common stock so set apart. These branches in the ruling families are usually called after the *Kovilagams* (king's houses) in which their members dwell. Thus among the Kolattiris the family has in course of time split up into many *Kovilagams*, or branches:—



This family is very closely connected with that of the Maharajas of Travancore. The two families to this day observe the custom of death pollution, and adoptions have more than once taken place from the Kolattiri into the Travancore family. The Mavalikkara branch supplied the last adopted heirs to Travancore.

* See also Travancore.

The nominal head of the Kolattiri family is the eldest female member (Achamma) of all these *Kovilagams*, or branches, and her rank is styled *Muppasthanam* (head dignity). She has, however, no share of the common stock set apart for the maintenance of her position. Subordinate to her the eldest five male members of all the branches succeeded by seniority to the following dignities:—

1. The Kolattiri.
2. The Tekkalankur (Southern Regent).
3. The Vadakkalankur (Northern Regent).
4. The Nalamkur (Fourth).
5. The Anjamkur (Fifth).

These titles are now practically in abeyance. There were many dissensions in the family at the time of the Raja of Bednur's irruption into Malabar (1732-39), and in consequence, in 1749, the Udayamangalam branch was cut off from succession to the larger portion of the family territory. Since that time the senior male member of the Palli branch, styled the Raja of Chirakkal, has been recognised as the head of the house.

The Zamorin's family comprises three *Kovilakams*, the Kizhakke (Eastern), Padinyara (Western) and Putiya (New) *Kovilakams*. Each of these has its separate estate, and the senior lady of each *Kovilakam*, known as the Valia Tamburatti, is entitled to manage the property. There are five *sthanams*, or places of dignity, with separate properties attached thereto, which are enjoyed in succession by the senior male members of the *Kovilakams*. In order of dignity, these are the (1) Zamorin, (2) the Eralpad, or second Raja of Calicut, (3) Munalpad, (4) the Etatralpad and (5) the Natutralpad. The senior lady of the whole family, who is known as the Valia Tamburatti, also enjoys a *sthanam* with separate property, known as the Ambati *Kovilakam*. The full title of the Zamorin is Raja Sri Manavikrama Raja, Zamorin of Calicut. The Eralpad, the heir of the Zamorin, has the complimentary title of Raja.

Even in the Mappila families in North Malabar, which are Muhammadan, the succession went in the female line. Thus in the Cannanore family, which in addition to their estates on the mainland held possession of the southern Laccadive Islands, the chief male representative of the family was called Ali Raja, the prince of the deep or sea. One of these

was succeeded by his niece, whose husband died during the siege of Cannanore in 1790. This lady was succeeded by her daughter and granddaughter. The last died in October 1861, and the Madras Government, mistaking the rule of succession, which requires that every heir must be descended immediately from a female, and imagining that females only could succeed, recognised her distant female relative to the exclusion of her son. But in 1863 on the appeal of the son, Ali Raja, and after further investigation of the case, his right to the succession was recognised. He died in 1870 and was succeeded by his nephew, Ali Raja. Since 1899 Muhammad Ali Raja has been the head of the family.

The Cannanore family, at first tributary to the Kolattiri, became independent about the middle of the last century. After Haidar Ali's conquest of Malabar in 1766 the representative of the family became his ally. Cannanore was taken by the British during the war with Tipu in 1784, an indemnity was exacted from the Bibi, and a tribute of one lakh of rupees was imposed upon her (No. LXXXIV). On the conclusion of peace with Tipu matters reverted to their former position, but when in 1790 war again broke out with Tipu, the Bibi instigated the Mappillas against the Nayars, the Company's allies. Cannanore was taken by storm, the possessions of the Bibi became the right of the British Government by conquest and were included in the cessions made by Tipu. She was, however, allowed to retain her possessions on condition of paying a moiety of her revenues. (For the subsequent history of this family see *Laccadive Islands.*)

Laccadive Islands.—In 1793 the Bibi of Cannanore executed an Agreement (No. LXXXV), engaging to submit to the sequestration of the Laccadive Islands, if it should be ordered by the British Government. Commissioners were sent to investigate the resources of the islands, the treatment of the islanders by the Bibi, the abuses connected with her monopoly of coir, and similar matters. After a tedious negotiation a provisional Agreement (No. LXXXVI) was in 1796 signed by the Bibi, subject to ratification by Government, by which she engaged to pay Rs. 15,000 per annum to the British Government, but the rights of Government to the islands under the agreement of 1793 were in no way altered or relinquished. Owing to the breaking out of the war with France and other considerations, negotiations for the surrender by the Bibi of her sovereignty of the islands; for the reform of their administration; and for the freedom of trade, were not completed, and for many years the Laccadive Islands remained unnoticed.

In 1848, however, petitions from the islanders complaining of the oppression of the Bibi, attracted attention, and a British officer was deputed to report on the subject. The Bibi's resources having been much crippled by the damage caused by a recent storm, she was compelled to ask for a remission of the peshkash which had fallen much into arrears. The request was granted on the condition that she would introduce the necessary reforms into her administration, but as she declined to do so, the offer of remission was recalled, and her lands at Cannanore were attached for arrears of peshkash. In 1854 the Laccadives were sequestrated on a similar account and brought under British management. The island of Minicoy, which the Bibi claimed as her private property, offered open resistance to the authority of Government, and was not finally brought under control till 1858.

The islands were restored to the Bibi shortly before her death in 1861, with a distinct intimation that, in the event of any acts of oppression or extortion being proved against her or her agents, Government would sequestrate the islands in order to compel the introduction of good government. During the rule of her son and successor, Ali Raja, the same maladministration continued. Complaints on his part regarding the evasion by the islanders of the monopoly of coir were frequent, and countercharges were brought by them of oppression on the part of the Raja and his agents in collecting the dues. Enquiries conducted on the spot showed that the Raja's authority was completely in abeyance in the three principal islands, and that he was powerless to enforce the monopoly. He died in 1870, and was succeeded by Musa Ali Raja, but no improvement took place in the relations between the Raja and the islanders. At length, as there was no hope of any reform in the administration, as the Raja declined to abolish the monopoly, and as the arrears of peshkash had again accumulated to a large sum, the islands were attached and their administration was assumed by the British Government in 1875.

In 1889 the Madras Government, being of opinion that there was still no hope of any permanent reform if the islands were restored to the Raja, proposed that they should be declared to be British possessions, and that a compensatory allowance should be assigned to the Raja. The Madras Government contended that legally the islands were already British territory, as in 1792 all the territories of the Cannanore Raja had become the possessions of the Company by conquest, and were included among the cessions made by Tipu. The Government of India eventually could not agree in

the view that the islands were British territory. The peshkash being still in arrears, the islands continue to be administered by British officers. The whole question is now under the consideration of the Government of India.

Northern Laccadives.—The inhabitants of the four northern islands revolted in 1785 against the authority of the Cannanore family, and sought the protection of Tipu, who in 1787 allowed the Raja to annex in lieu of these islands a jagir out of the territory of the Raja of Chirakkal. This jagir was re-occupied by the Raja of Chirakkal in 1791: a claim to compensation for the loss of it was put forward by the Bibi of Cannanore in 1821 and conceded by the Court of Directors. A sum of Rs. 5,250, in the form of a remission of the peshkash, is annually paid to the head of the family on this account. The islands form part of the Kanara district.

No. XLIII.

Real escripto do PRINCEPE BADDACALAMCURRO do Pallacio de Paly ao HONERAVEL COMPANHIA INGLEZA na hera de 883 (1708).

A fortaléza de Tallicheira setem ja feito por ter eu rogado é pedid amigavelmente. Por ver e conhesar o amor e amizade que a Companhia tem comigo e como meo Palacio, consedo e dou a fortaléza como seu lemite a Honeravel Companhia, a onde nenhua pessoa terã que demandar procurar e hortelizar. O nosso juncaõ séra obrigad a dar a nos na forma que setem assentad. Hoje Agosto 30 de 883.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Royal writing from PRINCE BADACALAMCURO of the Pally Palace, to the HONORABLE ENGLISH COMPANY in the year 883 (1708).

The fort of Tellicherry has been built at the request and entreaties made by me as a friend. To acknowledge the love and friendship which the Company bears towards me and my palace, I give and make over the said fort with its limits to the Honorable Company, where no person shall demand, collect and plant. Our custom house will be obliged to give us what has been settled.

This day, August 20th, 883.

No. XLIV.

Traducçaõ em Portugues da Capitulaçaõ de pasque fes com CURUGOTTO NAIRO.

Escrip to do Irivadinato Cariaparraynoru a Mr. Adams, Mayor por Honeravel Companhia Ingleza. Eu por ter usado mal dos sem rezoim feita com Honeravel Companhia consedo, e dou de satisfaçaõ e por gastos de guerra os seguintes :—

I°.—No Ponole e outros lugares pertesente amim o contrato da Pimenta a fora Honeravel Companhia se outro algum comprar pode reprezare tomar.

2°.—A pimenta que Honeravel Companhia comprar e levar de minhas terras naõ me pagara o juncaõ.

3°.—O oitero Ramem tenho consedido a Honeravel Companhia. Os lemites do dito oitero começa de acaba nassoma seguinte. Por banda do nassante do dito oitero Ramem athe a onde a caba; por banda de ponente do dito oitero athe o mar Por banda de sul do dito oitero athe o seu fim; por banda do norte de dito oitero athe Tallicheira. Nestes quatro lemites nao heyde plantar arvores noso lugares que forao cortados e destruhides. Nesta forma tenho consedo e dado a Honeravel Companhia com consentimento do Rey e Governo desta terra e dos meus herderos. Por todo refferido e escrito, naõ havera mudança emquanto durar o sol ea lua. Juro na era de 895 (1719, Setembro 29).

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Translation in Portuguese of the capitulation of peace made with the CORANGOTTO NAIR.

Writing from Irivadinato Cariaparraynoru to Mr. Adams, Chief of the Honorable English Company.

Having behaved ill towards the Honorable Company without any cause, I cede and give the following as a reparation and on account of the expenses of the war:—

1st.—At Punbole and other places belonging to me, if any one, save the Honorable Company, buy pepper to deal in, you can seize and take (it).

2nd.—On the pepper which the Honorable Company may buy and convey from my country, no duty need be paid.

3rd.—I give and make over the Ramem hill to the Honorable Company. The limits of the said hill commence and end as hereunder mentioned. On the east, as far as the place, where the hill terminates; on the west as far as the sea; on the south, as far as the place, where the hill ends; on the north, as far as Tellicherry. Within these four boundaries, I will not plant any tree to replace those felled and destroyed. In this manner I have ceded and given to the Honorable Company, with the consent of the King and Governor of this country and of my heirs. The said writing will undergo no change till the sun and moon last. In the year 895 (29th September 1719).

No. XLV.

Real escripto do REY COLASTERI, feito e dado a Companhia Ingleza.

Desde Canharotto athe o rio de Pudupattanaõ, terras dos nossos predesseçores nessos que saõ nossus terras, todos os contratos, e fazendas que nellas ouver por junto, e em summa, exceptuando a Companhia O Landeza, damos e autorizamos a Companhia Ingleza para que possa commerçiar; e se nestas nossas terras vier outro algum Europeo, ou qual quer estrangeiro contratar, pode entao a Companhia Ingleza em nosso nome punir, empedir e atalhar.

Feyto por nos e entregado ao Mr. Robert Adams por negocios da Companhia Ingleza no costa Malavar, ao 23 de Marco na era de 897 (1722).

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

The Royal writing of the KING COLASTERI made and delivered to the English Company.

All the trades and farms within our and our predecessor's territory from Canharotte down to the river Pudupatnam are all given to the English Company, save that granted to the Dutch Company; and we authorize the English Company to carry on their commerce. If any other European or any other stranger come to this our country, the English Company can, in our name, punish, prevent and drive away.

Made and delivered by us to Mr. Robert Adams for the trade of the English Company on the Malabar Coast, dated 23rd March 897 (1722).

No. XLVI.

Escripto do BAVNOR DE BADDAGARE feito e dado ao Ingles Mr. ADAMS Mayor na costa Malavar por negoçios de Honeravel Companhia Ingleza em Tallicheira na a pazi goacaõ das diferença que entre eu e Companhia nos capitulacoim dapas que se fes entre nos assentouse as couzas seguintes.

Primeira mente des de o Janeiro de 901 (1726) por diante naõ goardarey nem darey pousada em Caddatuvaynatto a outro nenhum Europeo.

Segundaria mente desde a era e tempo assima por diante o cardamumo e pimenta de Caddatuvaynato excepto a Companhia Ingleza nao darey nem deixarey dar a outro nenhum Europeo. Prometo de goardar tudo oq. setem assentado e escripto ca sem haver nenhua differença.

Fevereiro 17 de 900 (1725) escripto no Palacio de Mutungul.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Writing of BAVNOR OF BADAGARA made and delivered to the Englishman Mr. ADAMS, the Chief of the Malabar Coast, for the trade of the English Company at Tellicherry.

With the view of settling the difference, which arose between me and the Company, regarding the Peace Capitulation entered into between us, the following resolutions have been made:—

1. From January 901 (1726) and forward, I will not retain, nor give shelter, at Cadattuvaynattu to any other Europeans.

2. From the aforesaid period, I will not give, nor permit to be given to any other European, save the English Company, the cardamom and pepper of Cadattuvaynattu. I promise to conform to all that are here written without any difference. February 17th 900 (1725). Written in the Palace of Mutungul.

No. XLVII.

Translation of an Olla by the FIRST KING OF COTIOTE and delivered to MR. THOMAS BYFELD, dated the 31st July 1748.

Having discoursed with Mr. Byfeld, who has been here concerning all transactions in general, I do agree, that the English Company shall carry pepper and cardamoms out of my country as formerly, and that hereafter I will not permit any European nation so to do. If they are desirous to secure their merchandize in this place I will instantly upon advice thereof give them a remedy for it, and should I want assistance the said Company are to afford it to me, and I will reciprocally supply them with what succours they may stand in need of.

No. XLVIII.

Copia de duas ollas que o REY DE TRAVANCOR ea RAINHA DE ATINGA possaraõ confirmando a serca do Palmar de Palatady e Cottudale concedido a Honeravel Companhia no tempo do Commendor EZAKIAH KING no anno de 1731 Janeyro 10.

As partes de Cherreingue os Palmares de Palatady e Cottudale como deantes o Commandor de Angenga tinha Comprado eno anno de 1721 em 15 de Abril, qdo. (quando) o Commendor de Angenga e dos mais pessoas for ao para Atinga a prezentar Sagoate a Rainha pella treicaõ que os Pullas e Carecarras fazerao matando ao Commendor e apanhando tudo o dinheiro da Honeravel Companhia. Visto haver tantas perdas e dannos a Honeravel Companhia temos consedido o mesmo Palmar a Honeravel Companhia, largand as suas rendas e cortagem das ollas e outro tudos nossos prevelegios que pode a Honeravel Companhia com seus herdeiros gosar estes Palmares para sempre sem empedimento algum em havendo algum empedimento. Somos obrigados de dezempedir e protectar por parte da Honeravel Companhia e por ser assim na verdade consedemos estas confirmaçoim no anno de 1731 Janeyro 10 com os nossos assignados demos ao Commendor Ezakiah King.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Copies of two ollas by which the KING OF TRAVANCORE and the QUEEN OF ATENGA confirmed the Grant of the Gardens of Palatady and Cottudals to the Honourable Company, in the time of HEZAKIAH KING, on 10th January 1731.

Towards Cherreungue are the gardens of Palatady and Cottudali, which were formerly bought by the Commander of Anjengo, but when, on the 15th April 1721, he and ten other persons went to Atenga to make presents to the Queen, they were killed by the treachery of Pullays and Karikars, who seized the money of the Honourable Company. Seeing the loss and the damage thus done to the Honourable Company, we have ceded the same gardens to them, giving up their revenues and the right of cutting trees and all other privileges, which the Company may take and they and heirs may enjoy these gardens without any obstacle or having any obstruction; but we

are obliged to ask for a free passage and protection on the part of the Honourable Company. Thus, in truth, we confirm (the grants) with our signatures to the Commander, on the 10th January 1731.

No. XLIX.

The Royal writ of PRINCE ODEAVARMEN of the Palace of Palli, heir of the King of Colastri. We, of our good will, and pleasure, do give a Grant to the English Company, of the island of Durmapatam, with the Lands lying thereon surrounded by its bordering Rivers, and the said Lands, with the Bars and Rivers thereunto belonging, are accordingly granted by us, the Prince Odeavarmen of the Palace of Palli, in this writing delivered to the present English Chief, Stephen Law, in the month of May, 909-Malabar, (which answers to the year of our Lord 1734), as be it known to our heirs that this is in truth and reality.

No. L.

Royal writing of PRINCE CUNHAMADO of the Palli Palace to the Honourable English Company.

Besides the fortress hitherto granted to the English Company by me and my Predecessors in this Kingdom, I do now empower them to erect another, at the entrance of the river Biliapatam, on the spot called Maddacara, there to enjoy the sole traffic of pepper and cardamoms produced in those parts, and moreover with an intent, that they do prevent the Canarese frequenting with their vessels for molesting me that way. I do also empower the said Company to erect another fortress on the point of Edacaute for the better security of their trade carried on in the country of Randatarra. Given in March $\frac{1736}{910}$.

No. LI.

TREATY with the PRINCE of CHERICAL in 1756.

ARTICLE 1.

If the French or any other power should come against the English Company in any part of the dominions of the King of Colastria, which extend from Canharottu north to the river of Cotta south, the Prince of Cherical promises to assist them with all his people and arms and to use his influence to get succours likewise from the other powers.

ARTICLE 2.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cherical promises to send fifteen hundred musketeers to the assistance of the English Company with such others after them as he can procure, as is stipulated in the above Article: and further, in case a large English force comes to Tellicherry and the Chief of Tellicherry requests the Prince of Cherical to afford his assistance to expel the French from the country, he promises readily to give it to the best of his ability on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

ARTICLE 3.

If the French or any other power comes against the Prince of Cherical, the English Company promise to assist him with armed people, balls, powder, and loans of money.

ARTICLE 4.

Whenever the forces of the English Company act in conjunction with those of the Princes, the heads of these last are to be under the directions of the officer who may be appointed from time to time by the Chief of Tellicherry to command the English forces.

ARTICLE 5.

All forces sent by the Prince of Cherical to the assistance of the English Company are to be paid by them in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of His Highness with the balls, powder, etc., are to be at his charge and expense.

ARTICLE 6.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherical accordingly promises to put no impediments in the way of it, but to use his influence to enlarge it; as on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

No. LII.

THE ROYAL GRANT of KING BADDACALAMCUR, REGENT of COLASTRIA, dated the 9th September 1760.

ARTICLE 1.

Of our free and good will we confirm to the English Company all their grants and privileges in our kingdom, given them by our ancestors; also the

agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE 2.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company without any impediment, also for them to impede any one transporting thereof; we now, in order the more firmly to establish this privilege unto them, and especially to prevent the Dutch or any one else purchasing the pepper of Randahterra, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper to frustrate it; and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

ARTICLE 3.

All vessels, of what kindsoever, drove on shore by stress of weather or other accidents in the dominions of Colastria are, by the laws thereof, the sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon but rather to be aiding, so as to prevent as much as possible any damage or loss accruing to the said vessels or her cargo, and to restore her to the Company for account of the lawful owners.

ARTICLE 4.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him and take such other as on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will retake him for our heir: and should any of our successors happen to be brotherless or nephewless and be necessitated to constitute some other Prince more distantly allied, their heir, we agree that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE 5.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount customs we receive from the Company and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually in lieu thereof.

AN OBLIGATION given by the KING REGENT of COLASTRIA, the 9th of September 1760.

ARTICLE 1.

Whatever balances may be due to the Honourable Company from the Princes of the palace of Palliquilote on the adjustment of that account with my ministers, together with that owing by the four Chiefs of Payenalt (who are the Achamars of Randahterra) on Randahterra, with the interest thereon agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, His Majesty obliges himself to discharge out of the annual rents of Randahterra Poddateddattu Naudu, situated to the southward of Nelleaseroon, and Cunhangalattu, to the southward of said Poddateddattu Naudu, until the whole is paid off; and to that effect His Majesty hereby mortgages to the Company the revenues of those places.

ARTICLE 2.

The district of Randahterra having, for these eight or nine years past, been greatly oppressed with heavy rents and fines to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to alleviate the rents of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

ARTICLE 3.

When the Company are paid the debts abovementioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE 4.

At the expiration of forty days, when the King comes hither and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, etc., then also will be taken into consideration what part of the interest on the Achamar's debt can be remitted him.

A PRIVILEGE granted by the KING BADDACALAMCUR, REGENT of the KINGDOM of COLASTRIA, on the 22nd of November 1760, E.S., 9th of November 936, M.S.

Be it known to all that I, the King Baddacalamcur, Regent of the Kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally, from the Honourable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing over and above all former privileges, we give and grant to the said English Company our whole right

of collecting customs in all and every place under their protection, throughout our dominions, from this day forward for ever; in lieu of which the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Fanams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time; it being done of our own free and good will and passed with our sign royal.

No. LIII.

AGREEMENT with the PRINCE of CHERICAL, 1765.

An AGREEMENT made with the actual PRINCE REGENT of CHERICAL on the 23rd of March 1765.

In the year 940 (March the 13th) Malabar style, I, the Regent Prince Revyvarma, certify by this agreement that I have consented the province of Randahterra shall be under the Honourable United English East India Company's protection, and for them to collect the rents and revenues thereof towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherical, and said Honourable Company: in reliance of which being punctually attended to by them, I have this day consented and given the same to them upon a promise made me on the part of the said Company by their Chief, Thomas Byfeld, Esq., that all necessary assistance for the good of my palace shall be afforded when required, agreeable to what has been observed in times past.

The CHIEF of TELLICHERRY'S Declaration to the PRINCE REGENT of CHERICAL on his assignment of RANDAHTERRA on the 23rd of March 1765, E.S.

In the year 940, ditto 13, M.S., I, Thomas Byfeld, Esq., Chief of Tellicherry, do, by these presents, declare, in behalf of the Honourable United English East India Company, that the present Prince Regent, Revyvarma, having put the province of Randahterra under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day.

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honourable Company, in the same manner as was formerly observed and allowed of.

(Sd.) THOMAS BYFELD.

No. LIV.

ARTICLES of AGREEMENT with the KING of COTIOTE, dated the 23rd of August 1759.

ARTICLE 1.

If at any time the French or other power shall attempt to annoy any part of the Honourable Company's districts, or the Chief for the time being shall have notice of such an intention and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs, or musketeers, that may be desired, not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, *viz.*, three measures of rice, Company's measure, and four bejas per day to every common Nair; and four measures of rice, same measure, and eight bejas, to every Moopa.

ARTICLE 2.

The Nairs which the King may send to the Company's assistance are to be under command of such of their (the Company's) officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded without any fresh allowance being made the King: though in case they should not be required till the commencement of another twelve months from the time abovementioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows, *viz.*, to those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola: and those who shall be wounded the Company will either cause to be cured by their or a Malabar doctor, at their expense, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer and 150 to every common Nair, for that purpose.

ARTICLE 3.

Should the Company at any time or times require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make

him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side of Cotiote, the Company are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rupees (as per Article 2) to be given him on his beginning to levy his troops.

ARTICLE 4.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardamoms, or sandal-wood therein: and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams on receiving an Ola from him requesting it.

ARTICLE 5.

On any enemy's invading the King's territories the Company agree to supply him with powder, ball, flints, and other warlike stores at the prices under-mentioned, together with the money and rice to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent. per annum. The Company shall, however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped with mortars, cannon, etc., he defraying the expense, giving the same pay to their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military in like manner as the Company when they employ them on such occasion; and to the killed and wounded the same as the Company are to give those belonging to him.

ARTICLE 6.

If the King should wage war against any enemy (except the Prince of Cherical) the Company agree to assist him with powder, shot, etc., at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE 7.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first Article of this agreement and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but

contrariwise to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them whenever they may think proper.

Prices of the warlike stores to be supplied the King, viz.—

Gunpowder	at 46 Rupees	per barrel.
Lead	„ 60 „	per candy.
Lead balls	„ 66 „	„
Iron	„ 75 „	„
Flints	„ 2 „	per hundred.
Goa paper	„ 7 „	per ream.

Explanation.

The reason of this being consented to was, on being convinced that his expenses are greater when he resides at any of those places than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions.

No. LV.

ARTICLES of AGREEMENT made with the KING of CARTINAAD on the 30th December 1761.

ARTICLE 1.

The pepper, sandal-wood, and cardamoms produced in the kingdom of Cartinaad shall be contracted for by the English Company without any impediment, they advancing for and buying them at the current prices, and paying the King eleven Fanams and a quarter as duties on each candy of pepper, and on all the articles agreeable to the custom of the country.

ARTICLE 2.

If at any time it should happen that any vessel, whether large or small with the Honourable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartinaad, on the Chief for the time being writing to the King, he promises to deliver up the said vessel and her cargo,

the Company defraying any expense the King may be at in placing guards for the better safety thereof.

ARTICLE 3.

Any person or persons who may desert the Honourable Company's service whether with arms or without, if found in the kingdom of Cartinaad, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

ARTICLE 4.

Whoever of the King's subjects may in future become the English Company's contractors, as long as they shall continue punctual to their engagements, the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them or their heirs to satisfy what they may be indebted to the Company.

ARTICLE 5.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musketeers till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honourable Company promise to assist him with their troops, ball, powder and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received.

No. LVI.

AN AGREEMENT made by ALLY RAJAH of CANNANORE with THOMAS HODGES, ESQ., CHIEF of TELLICHERRY, making God witness for remaining in good union with the HONOURABLE ENGLISH EAST INDIA COMPANY, 1759.

ARTICLE 1.

If at any time the French or any country powers of Malabar shall design to come against the Honourable English Company, or said Honourable English

Company propose going against any of the abovementioned, I oblige myself by this writing to act entirely on the part of the Honourable English Company, and to assist them readily with three hundred (300) men armed with my firearms, at all times that the Chief of Tellicherry shall advise or ask me, and in no respect will I take part with them who may be the Honourable Company's enemies. The Company shall pay these people that I send as they do their own Calliquilones, and give to the family of any that may die in battle in like manner. Besides this assistance, if the Company shall have occasion of more of my musketeers, I will assemble as many as I can and supply the Company with them on the above-mentioned terms.

ARTICLE 2.

I have this day borrowed of the Chief of Tellicherry, Thomas Hodges, Esq., on the Honourable English Company's account, thirteen thousand (13,000) Bombay silver Rupees. For this money I oblige myself to deliver, weighed in Tellicherry, pepper to the amount of the said thirteen thousand (13,000) Rupees from the beginning of January to the end of March 1760 C. S. (935 M. S.) at the price that the Honourable Company shall contract for it with their own merchants in Tellicherry. And in case the above written is not fulfilled and the time limited exceeded, I hereby give the Company free liberty to take my vessels to the amount of what I may be indebted on this account: and to confirm what I declare I have passed this with my sign in Tellicherry this 7th day of March 1759 C.S. (934 M.S.).

No. LVII.

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to ROBERT GAMBIER and the GOVERNOR, CHARLES CROMMELIN.

Robert Gambier having applied to us through Vishnoo Sabayet about some privileges and our leave to build a factory at Onore, therefore we have granted him, as Vishnoo Sabayet applied in his name, our permission to build a factory at the Bar of Onore, under the province of Chandore, for which purpose we have granted our liberty to mount thereon in all 21 large and small carriage guns. The English shall not pay any ground rent for whatever houses they or their servants build within the place granted them, but if they build any houses without that place, they must pay ground rent for them.

ARTICLE 2.

That the English or their servants have free liberty to go up country and pass backwards and forwards in our dominions as they please, and all the Rajah's officers and subjects must show them all proper respect.

ARTICLE 3.

Whatever goods or merchandize the English or their broker shall bring into their factory at Onore, or import into Mirzee river (except horses), they shall pay on the amount they are sold for only one and a half per cent. customs tollidurries, etc., officer's fees included.

ARTICLE 4.

If the English or their servants import any goods at Campta they shall also pay only one and a half per cent. customs, except on sugar, dry dates, wet dates, kissmisses, cocoanuts, copra chalb, mungest, tobacco, opium, cotton, salt, brimstone, and toothenague on which they shall pay customs as other merchants.

ARTICLE 5.

If they export any country goods they shall pay the country customs, and if they import any goods at any place except Mirzee, Campta, and Onore they shall pay customs as other merchants, except on gold and silver, on which no customs shall be charged, in case their goods remain unsold and they choose to export them again they shall not pay any duties.

ARTICLE 6.

If they cannot sell their goods at the places allowed them, and they choose to carry them inland, they have full liberty to do so, and our killadars, etc., officers shall not on any account molest or impede them.

ARTICLE 7.

After they have paid the customs at the place allowed them, if they choose to carry their goods inland, they shall pay two Pagodas customs for as much as one man can carry of broad cloth, cutnees, velvets, and silk as far as Madura, and if they go beyond Madura then they shall pay the usual country customs, and in case they choose to sell their goods in the way they must pay the usual customs of the place at which they sell, but on all goods carried directly from Onore to Bringah, they shall only pay customs of one and a half per cent. at Onore, and then no further customs till they come to Bringah.

ARTICLE 8.

If the merchants or people to whom the English sell their goods shall make any disputes or delays about paying them their money, our killadars, etc., officers must assist the English all in their power to recover their money, and the English may, if they please, carry the merchants, etc., who owe them money, and keep them prisoners in the factory till they have full satisfaction, and our killadars, etc., officers shall not impede or make any disputes with the English on this account.

ARTICLE 9.

Nobody must go into the English factory by force ; if they do, and the English complain of them, our killadar, etc., must do speedy justice and punish them ; and whatever slaves or servants run away from the English all the Rajah's officers and subjects must secure them and deliver them up again to the English, but they must not cut their heads off.

ARTICLE 10.

In like manner if any of the Rajah's people run away they must deliver them up if they go to the English ; and in case any people shall steal anything from the English factory, the Rajah's officers and subjects must assist the English to secure the thieves and recover what is stolen. If the English import any goods as necessaries they shall pay no customs on them.

ARTICLE 11.

The English must not kill any cows, oxen, or men in our dominions.

ARTICLE 12.

If any ships, grabs, or boats belonging to the English are shipwrecked in the Rajah's ports, or on his coasts, all the Rajah's subjects and officers must assist the English in saving all their goods and effects and deliver whatever is found to the English, but the English have nothing to do with any vessels belonging to any other merchants.

ARTICLE 13.

If any oxen with pepper, betelnut, or other goods come down from inland (or any part of our dominions) belonging to the English, the custom-man must settle the customs directly.

ARTICLE 14.

The English have free liberty to cut timber, stone, and wood to build their factory and repair their boats, etc., with ; but in case they want to cut any masts and timbers to build ships with they must first obtain our permission.

ARTICLE 15.

All ships, grabs of war belonging to the English, have free liberty to import and export without paying any anchorage duty.

ARTICLE 16.

The English have anchorage duty, killadars, etc., officers' perquisites, and all fees included, in one and a half per cent.

ARTICLE 17.

Whatever pepper the English bring from Bringah shall only pay half a Pagoda customs at Gersipah, and the Banda Bayd custom-men must always

come immediately when the Englishmen send for them; and in case they do not come, the English may carry their pepper on to Gersipah without paying customs and settle all their customs there.

ARTICLE 18.

The English have free liberty to settle their factory in Bringah, and we are well pleased that the Rajah of Bringah should carry on a good friendship with the English according to the Firmaun granted them by the late Rajah Samsunker Naique.

No. LVIII.

ARTICLES of the FIRMAUN granted by the BRINGAH RAJAH in 1758.

ARTICLE 1.

Whatever pepper or betelnut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites and those of my ministers in all two Pagodas twelve Fanams on every hir of betelnut; and in like manner, on every hir of pepper two Pagodas fifteen and a half Fanams, and I allow and give up to you two and a half Fanams on every Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

ARTICLE 2.

Whatever pepper belongs to me, or is produced in my dominions as Rajah of Bringah, I secure unto you and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants between the months of November and March; but in case you do not buy it between those months you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Rajah, will oblige them to deliver their pepper at the price you have settled with them; but in the recovery of your private debts I have nothing to do.

ARTICLE 3.

If you choose to advance any money to the merchants, and will do it in the presence of my parpadar and secretary, I will then make all such advances secure to you.

ARTICLE 4.

Whatever ground you want to build a bankshall on, and for your servants, sepoys, etc., I give to you without any ground rent or fees, and to

mount six small guns on it to secure the Honourable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE 5.

In case any dispute happens between your people and mine you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours I will apply to you and you shall do justice; and if any of my people choose to take your service you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE 6.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

N.B.—An hir is equal to an Onore candy, or very few pounds less.

ARTICLE 7.

All goods you bring into my country shall pay only two per cent. customs, and if you do not sell the goods you may export them again without any customs.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

No. LIX.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December 1760.

Sereipnar Nao Maha (Mibhoo of Soundah) Sevajee Mudoo Sudasaw Rayenderoo.

This Firmaun is granted unto Robert Gambier, belonging to the Honourable English East India Company, at Onore, according to the application made to us by Luximycant, who has desired to enter into an engagement with us about the pepper produced in our dominions: we, therefore,

have granted you this writing, whereby we allow you full liberty to purchase all the pepper produced in our country, of the Zuzendars or Prezaguls, except what is due unto us for our customs Habaday, and all other fees included, eleven Chanouree Pagodas per each Neese; and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custom-masters and officers.

(Sd.) RAJAH OF SOUNDAH.

N.B.—A Chanouree Pagoda is about three Rupees and two quarters and a Neese about twenty maunds and three quarters of Onore weight.

No. LX.

CHIEF of TELLICHERRY'S KOWL to the NORTHERN RAJAHS—1790.

In the name of the Honourable English East India Company and the Governor-General of Bengal, I, Robert Taylor, Chief for transacting all affairs of the English nation at Tellicherry, do hereby assure Revyvarma, King of the House of Palleculom of the kingdom of Colastria, that provided you will enter heartily into the war against Tippoo Sultan, and act vigorously against him, the English East India Company will assist and protect you, and do everything in their power to render you independent of Tippoo Sultan. And as you have agreed to enter into an alliance with the Honourable Company on the same basis of friendship that formerly subsisted between both parties, and as you have also agreed to grant receipts for such supplies as you may receive from the Honourable Company and to settle for the same hereafter, I do hereby further assure you that, in any future Treaty that may take place between the Company and Tippoo Sultan, you shall be included and considered as an ally of the Honourable Company. In witness whereof I have hereunto set my hand on the Honourable Company's seal, and you have affixed your hand and seal at Tellicherry this 4th day of May 1790.

(Sd.) ROBERT TAYLOR.

The same was granted to Porlatiry Codarvarma, Rajah of Cartinaad, under date of the foregoing month and year; and to Karlavarma, Rajah of Cotiote.

No. LXI.

COMMISSIONER'S AGREEMENT with the RAJAH of CHERICAL for one year, 1792.

1st—That the Rajah shall remain with all the Rajahs and authority of Government, subject only to the control of the Company if he abuses this authority by oppressing the inhabitants.

2nd—That a dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

3rd.—That two persons on the part of the Company and two on the part of the Rajah proceed and make a valuation of the revenues of each district.

4th.—That as soon as possible it shall be settled what each subject is to pay to Government, in order that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry.

5th.—That in the month of October next it shall be settled, according to the appearance of the crop, what tribute the Rajah shall this year pay to the Company to be fixed in Rupees.

6th.—That after making an estimate of the quantity of pepper which will fall to the Government's share, all that quantity shall be delivered to the Company in part of tribute at a price to be fixed in December next; if it amount to more than the tribute, the Company shall pay the difference.

7th.—That for what may remain with the ryots, merchants to be appointed by the Company shall have the exclusive privilege of purchasing and to be protected in this by the aid of Government, having also some people of the Company with them to show that they have the Company's protection.

8th.—These general principles being agreed on, any lesser points that may be necessary from time to time to adjust, shall be settled by reference with the Chief of Tellicherry.

It is understood that the present arrangement is not meant to be perpetual; it is meant as a trial how far the authority of the Rajah can subsist consistently with the good and security of the subjects, and is not to continue in force unless approved by the Honourable General Abercromby on his return to the coast.

(Sd.) W. G. FARMER.

4th May 1792. ,, A. DOW.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792.

Also with the Rajah of Cotiote.

No. LXII.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER and WILLIAM PAGE, ESQUIRES, and MAJOR ALEXANDER DOW, COMMISSIONERS for settling the COUNTRIES ceded to the HONOURABLE ENGLISH EAST INDIA COMPANY, on the one part, and REVYVARMA, RAJAH of the country of CHERICAL on the other part, concluded at Cannanore this 12th day of the month of October 1792, and the 29th day of the Malabar month Canny, year 968.

ARTICLE 1.

Whereas amongst the countries ceded by Tippoo Sultan to the Honourable Company are the countries formerly belonging to the Rajahs of Cherical comprising, as per the account delivered by Tippoo Sultan, the following talooks, *viz.*, Cherical, Pattoom, Randahterra, Cawai, Murrage, of these countries the Honourable Company are now the rightful sovereigns in virtue of the cessions of Tippoo Sultan.

ARTICLE 2.

And whereas the Rajah Revyvarma having joined the forces of the Honourable Company at the time of making war with Tippoo and taken a kowl from the Chief of Tellicherry did act with the forces of the Honourable Company during the war: at the conclusion of the said war he was continued in charge of four of the said districts, *viz.*, Cherical, Pattoom, Cawai, Murrage, and met the Commissioners by appointment of General Abercromby at Cannanore and Tellicherry, at which latter place certain Articles were entered into with him, dated the 4th day of the month of May 1792.

ARTICLE 3.

By one of these Articles the tribute to be paid for the said countries held by him was to be settled in the English month of October 1792; the Commissioners therefore having met the said Rajah, it was settled that the pepper produced in the country should all be collected for the Honourable Company, and that for the produce of the said four districts in grain and in money revenues from the 1st of the Malabar month Canny year 968 to 30th of Chigan, the said Rajah Revyvarma should pay to the Honourable Company at Tellicherry the sum of Bombay Rupees fifty thousand or its equivalent in coins of the country or in pepper at the following periods; one-half, or twenty-five thousand Rupees, on the first day of the Malabar month of Cubour answering to about the 10th February 1793; twenty-five thousand on the first of the month Eddawan, answering to about the 10th of May 1793.

ARTICLE 4.

The said sum of fifty thousand Rupees being fixed in consequence of the Rajah's representation of the inability of the country to pay more from its ruined and uncultivated state, it is agreed that if on inspection of the country by persons appointed on the part of the Honourable Company it is found that more can be collected, it is to be for the benefit of the Honourable Company. The collections to be made this year are to be according to what was usual in the time of Tippoo, that is, fifty per cent. on the produce.

ARTICLE 5.

Whereas formerly it was the custom in the country of Cherical to take for the account of the Circar one-half of the pepper produced by the cultivators; in order to encourage people to plant more vines and to cultivate pepper, it is agreed that this custom be abolished, and that in the place of it the whole of the pepper be taken for the account of the Honourable Company at the rate of five Rupees per maund, or one hundred Rupees per Tellicherry candy of 640 pounds; this pepper the said Rajah agrees to collect for the Honourable Company and deliver it to them at such places as may hereafter be settled, subject to such regulations as may also hereafter be settled between the said Rajah and the Commissioners for ascertaining the quantity and the mode of collecting it without oppression by those employed by the Rajah.

ARTICLE 6.

Whereas formerly in the ancient government of the Malabar country the Nair Chiefs and many of the petty Nairs held their land without paying revenue or tribute to their Rajahs, but were only liable to follow them in war, Hyder Ally Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company. The ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute; the Company having their own troops do not want the military service of the Nairs, and therefore as far as they are able from produce of the lands and gardens, they are to pay according to the jumma of Tippoo or any jumma that may hereafter be settled.

ARTICLE 7.

In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done to prejudice the revenue of the Company; they have to defend the country and their revenue must pay their troops.

ARTICLE 8.

Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the

revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

ARTICLE 9.

Any minister or other persons employed by the Rajah in the government of the country or the collections of the revenues to be with the consent of the Honourable Company by their representatives; if at any time any of them misbehave they are to be dismissed.

ARTICLE 10.

Any disputes which may arise relative to the revenues between the Rajah and persons in the Cherical country shall be enquired into by the Chief of Tellicherry, and if on enquiry the demands of the Rajah are just, the aid of the Company's forces shall, if requisite, be given to compel the payment of them.

ARTICLE 11.

The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the ruined and uncultivated state of the country, the Rajah engages that his representation is justly founded; the Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenues, and any deviation in this respect is a breach of the original agreement and will leave the Company at liberty to continue their protection or not as they may think proper. These agreements are for one year and subject to the approval or disapproval of the Honourable Major-General Robert Abercromby, Governor of Bombay.

Signed the day and year above written and sealed with the seal of the Honourable Company.

Rajah's Seal.

(Sd.) WILLIAM G. FARMER.

,, WILLIAM PAGE.

Honourable Company's Seal.

Witnessed by

JAMES HARTLY.

PETER PARE TRAVERS.

A. MACLEAN.

ST. LAFRENAIS.

A similar agreement as the above was, on the 23rd day of the month of October 1792, concluded at Tellicherry between the Commissioners and Porlatiry Codarvarma, Rajah of Cartinaad, with only this difference—"He agreed to give 30,000 Rupees for the talooks of Kooteepoor, Bergeirah, and Kavil, and the periods of his instalments were 15,000 Bombay Rupees on the 10th February 1793, and the remaining 15,000 Bombay Rupees on the 10th May 1793."

A similar agreement as the above was, on the 29th day of the month of October 1792, concluded at Tellicherry between the Commissioners and Karlavarma, Rajah of Cotiote, with this difference—"He agreed to give 20,000 Rupees for the talooks Caderoor, Paichy, Cuttiady, and Tamoracherry, and the periods of his instatments were 10,000 Rupees on the 10th February 1793, and the remaining 10,000 Bombay Rupees on the 10th day of the month of May 1793."

No. LXIII.

TRANSLATION of the AGREEMENT of the RAJAH of CARTINAAD (CODARVARMA RAJAH) 1793.

Whereas I entered last year into an agreement with Mr. Farmer and Major Dow (Commissioners on the part of the Bombay Government) for the revenue of the current year 968, containing among others the following Articles:—

"That a Resident or dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

"That two persons on the part of the Company and two on the part of the Rajah shall proceed and make a valuation of the revenues of each district.

"That as soon as possible it shall be settled what each subject is to pay to Government in order that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Governor General, having come to the Malabar Coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable Court of Justice and other establishments for the general administration of the countries

thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's Circular letter to all the Rajahs, under date the 30th of March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars, who have collected and delivered in certain accounts of the former and present value of the country, which serishtadars' accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present, with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object) the Jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man of mine shall remain with the Company's custom-house officers to keep comparative or check accounts of the collections.

The above agreement was executed by the Rajah of Cartinaad on the 19th of June in Mr. Duncan's presence.

No. LXIV.

AGREEMENT with the RAJAH of CHERICAL regarding the ADMINISTRATION of his country.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Revyvarma, Rajah of Cherical, with William Gamul Farmer,

Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, *1stly*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenues as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company; *2ndly*—That a more full and particular account shall be framed as soon as possible of the country, for which end the said Commissioners shall also have a right to appoint inspectors; *3rdly*—The said Rajah of Cherical does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor General of India; and *4thly* and lastly, by the said agreement the Rajah does contract and bind himself in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue;

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again in the subsequent month of July 1793 further stipulated and agreed between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining more full and satisfactory information as to the revenue funds of the districts subordinate to the said inspectors or collectors should be appointed on the part of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of the Government;

And for as much as the great number of inferior chowkies, for the collection of Soongham or duties and tolls on merchandize, were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland districts, tolls, and customs places for the receipts of them should be from the date of that writing or ekrarnamah, *viz.*, July 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to or imports from the countries

beyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreement of 1792 and July 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of July 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and on behalf of the Honourable English East India Company with the said Rajah to deliver over to the management of him, the said Rajah, and his Agents the district of Cherical in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority, as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of July 1793, permanent Registers on the part of Government) for the term of five years commencing on the 1st of Canny 970, or September 1794, on the following conditions:—

That the said Rajah, his Minister or officers, shall not collect any other taxes than those included under the head of Negady with the customary tax for the charges of collection, the abolition of Perrshantrum from the Mopilas being hereby confirmed, as well as the nuzzur or offerings at the feast of Honnom and Barheir.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculations or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted for the revision and approbation of the Honourable the Governor-General in Council after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks beforementioned without any deduction

whatever at three instalments, *viz.*, the first on the fifteenth Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Rupees 1,05,000

For the year 971 at the same periods and equal proportion the sum of Rupees . . . 1,10,000

For the year 972 ditto ditto . . . 1,15,000

For the year 973 ditto ditto . . . 1,20,000

For the year 974 ditto ditto . . . 1,20,000

As the date of this agreement is posterior to that fixed for the payment of the first kist, according to the rule observed in the other talookas, it is agreed that one-half of the sum payable for this season should be due on the end of Meenom, and the other half at the end of Shingam.

Note—From the diary of the Malabar Supervisor, dated 2nd April 1795.

No. LXV.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and VERAVARMA, RAJAH of the DISTRICT of CORIMNAAD concluded at CALICUT this twenty-seventh day of May in the English year 1792, and in the 17th of Malabar month Erravam 967 year.

The whole of the country formerly subject to the cutcherry of Calicut being ceded to the English Company by the Nawab Tippoo Sultan is become the property of the said Company, and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—That the said William Gamul Farmer, Esquire, and Major Alexander Dow, being deputed by the Honourable Major-General Abercromby to receive possessions of and to settle the countries so ceded by Tippoo Sultan, and particularly to fix a revenue for the present year, have agreed with the said Rajah Veravarma that the several districts comprised under the government of Corimnaad, in the Schedule delivered by Tippoo Sultan and mentioned below, shall be delivered into the charge and possession of the said Rajah, who is to act as manager on the part of the Company to collect the revenues due from the country, to administer justice, and preserve the peace and quiet of the country. The talooks included in the government of Corimnaad are as follows:—

Cusba Corimnaad	Kolehaat	Thykumpooram	Poraye
Payunad	Payumalla	Warrakumpooram	In all seven talooks.

3rd.—That it appears from accounts delivered by Shaminath Putterah, the karregar of the Zamorin, that the revenues of these seven talooks was this year rated at five lakhs twenty-seven thousand five hundred and ninety-nine Fanams, or Rupees one lakh thirty-one thousand eight hundred and ninety-

nine three quarters and six reas ; although the whole was not collected the said Rajah Veravarma agrees however to pay for the said talooks into the hands of the Resident of Calicut the sum of one hundred and forty thousand Rupees for one year, reckoning from the 1st September 1792, which is the beginning of the revenue year, and ending the 31st August 1793, on three different payments as follows:—

On the 1st of January 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st May 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st August the sum of forty-six thousand six hundred and sixty-six Rupees and two-thirds.

Which said sum of one lakh and forty-thousand Rupees the said Rajah agrees to pay on the hopes of being continued in this country when the arrangements of it are permanently settled.

4th.—That any balances due from the said talooks for the revenues of the present year shall be recovered by the said Rajah on account of the Company and paid to them.

5th.—That the foregoing Articles are meant only to settle the payment for this year. Any regulations which the Company or their representatives may hereafter choose to make, relative to the revenues or to the administration of justice, the said Rajah agrees to submit to.

6th—All the pepper produced in the said districts shall be delivered to the Honourable Company, the quantity to be settled by a survey to be made in the month of January next, and the price at the same time to be fixed.

Signed and sealed with the seal of the Honourable Company, the day and year above written.

(Sd.) WILLIAM GAMUL FARMER.
,, ALEXANDER DOW. Seal.
,, JOHN AGNEW.
,, A. W. HANDLEY.

Witness,

Seal. Mark of VERAVARMA RAJAH,
and seal.

Witness to the above signature
JOHN AGNEW.
A. W. HANDLEY.

No. LXVI.

TRANSLATION of an EKRARNAMA from VERAVARMA, the RAJAH of CORIMNAAD—1793.

Whereas I did on the 18th of May present to the Commissioners an application setting forth (among other points) "that the country of Corimnaad consisted of five talooks, *viz.*, Cusba Corimnaad, Kolicad, Pynaar, Pyoormulla, and Poorwye, and that all the said talooks being committed to me from the beginning of 969, I requested that, for the purposes of establishing or fixing and assessing the revenue and for making the collections, to the end that whatever money shall be realized in the said talooks such officer may superintend, and that I may, in conformity to that account, enter into writings with the Company, and receiving credit for or deducting whatever the Company may allow for me and my families' disbursements and for the temples, Brahmins, Chetters, etc., I may pay the remainder into government according to the stated periods and receive my receipts."

"And further that whereas Mr. Farmer had, in pursuance of the Company's orders, placed Pyoormulla, Pynaar, and Poorwye in my charge, I shall conform, after the expiration of the appointed term, to such arrangement as the Honourable Company may make concerning these places, providing however that if the Poorwye country shall in consequence of the order of government fall under another's obedience, then I may still be authorized to retain under mine those grounds and places in Poorwye aforesaid which hath for a long time past been and remained annexed to the district of Cotangary which has met with the gentlemen's approbation."

And whereas Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Government General, having come to the Malabar Coast, have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th of March last.

And the gentlemen having, with the view of ascertaining the collections of the country, appointed in January last persons in that capacity under the name of serishtadars who have collected and delivered in certain accounts of the former and present value of the country, which serishtadar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object) the jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that for the purpose of obtaining more full and satisfactory

information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade, and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interests with foreign nations, but a man of mine shall remain with the Company's custom-house officers to keep comparative accounts of the said custom-house collections.

Dated the 24th of June 1793.

The Rajah of Corimnaad being the elder brother of the present acting Rajah of Cotiote or Cotangary, and being himself the real responsible Rajah thereof (as his brother on the spot did indeed fully acknowledge and admit to the Commissioners when they were with him in that district), the said Veravarma has accordingly entered into a separate ekrarnama with them to the same purport and effect (with the exclusion only of the second paragraph) as the preceding one for Corimnaad; the introductory or first paragraph of this ekrarnama for Cotangary describing the said country to consist of the Cusba of Cotiote and of the Hobilees of Palchee, Kudroor, Cootyary, and Tambercherry.

He has also entered into an exactly similar ekrarnama in sense and purport for the talook of Peripnaad, of which another of his brothers (equally subject and subordinate to his orders) is the present Rajah.

No. LXVII.

AGREEMENT with the RAJAH OF CORIMNAAD regarding the ADMINISTRATION of his COUNTRY.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Veravarma, Rajah of Corimnaad, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is among other things stipulated, *1st*—That on the part of the

Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated the surplus be paid to the Company; *2nd*—That a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors; and *3rd*—The Rajah does in the said agreement bind himself to agree to all such regulations and rates as shall be framed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor-General of India; and *4th* and lastly, by the said agreement, the Rajah doth contract and bind himself in general and at all times to agree to whatever the Honourable Company think fit to ordain for the better management of the country and the improvement of the revenue.

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th March 1792; in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Rajah, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes, who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered in view to the general good that all the said inland duties, tolls, and customs, and the places for the receipts of them should be from the date of that writing or ekrarnama, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea and land to, or imports from the countries beyond the Honourable Company's province of Malabar (that is from Cavay to Cochin), and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries,

with whom the connection can only be maintained and cultivated by the Company's government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreements of 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs, and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of June 1793 for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Rajah, to deliver over to the management of him, the said Rajah and his agents, the districts Corimnaad and Kolicad, composing the talooka of Corimnaad aforesaid, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority) as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government for the term of five years, commencing on the first of Canny 970, or September 1794, on the following conditions:—

That the said Rajah of Corimnaad or his minister or officers shall not collect any other taxes than those included under the head of Negady, with the customary tax for the charges of collections; the abolition of purshartum from the Mopillas being hereby especially confirmed, as well as the nuzzur or offering at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended.

That for the year 970 and the succeeding years to 974 included the sum payable to the Honourable Company's government is to be for the talooka before mentioned without any deduction whatever at three instalments, *viz.*, the first on the 15th of Dannoo, the second on the 15th of Meddom, the third at the end of Cheengum, Raheties or Hunteray Hoons thirteen thousand and four (13,004).

And whereas it is probable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's government, *viz.*, ten Biray or new gold Fanams to be equal to three Rupees.

And whereas the sum of Raheties twelve hundred and twenty-three six Fanams and thirty Cash has been deducted from the jumma as an over assessment on the dhummery or batty grounds, if hereafter it shall be found by future reports of the Canoongoes and a more minute investigation that the dhummery lands in general are, from their productiveness, equal to the payment of the full assessment, then the Company's share of the sum now remitted shall be paid in the same manner and in the same proportion as on the purrums or garden grounds, that is to say, four-fifths of the increased Negady realized therefrom.

Note.—From the Malabar Supervisor's Diary, dated 23rd January 1795.

An engagement similar to the above with Corimnaad was made with the Acheen of Palghat for Hoons 27,898-9-29. The only difference was in the last clause, which was as follows:—

And lastly, from a survey of the terre land in the aforesaid districts of Palghat, it has been found that ground to the amount of 1,500 Raheties or Tumulporram from being wholly overrun with jungle cannot now in all probability be cultivated. Should it hereafter on inspection be found capable of cultivation it is hereby further stipulated that the Company's share of Negady from the ground in question shall be allowed and added to the present revenue.

The following engagements were the same as that with Corimnaad, omitting the last clause altogether:—

Corimnaad in behalf of the Rajah of Peripnaad for	Hoons	5,744	0 7
Cowlparah for	„	6,395	1 1
Manoor, Congar and Yerterra for	„	4,276	0 21
Beypore for	„	4,350	1 25

No. LXVIII.

TRANSLATION of the EKRARNAMA or ENGAGEMENT of ALLA COOMBY, ACHEEN of PALGHAT—1793.

Whereas I did on the 27th of May deliver in to the Commissioners an application requesting that, for carrying on the collections of the year 969, a prudent and creditable person, that is a tehseeldar or collector, might be

appointed, to the end that in the presence of the said tehseeldar I might without any oppression or excess towards the ryots, realize the money from the country and faithfully without any deviation pay the same into the Company's government which is to provide for my expenses.

And whereas my said application hath met with the approbation of the gentlemen and Sir Robert Abercromby (the Governor of Bombay), and Messrs. Jonathan Duncan and Charles Boddam (Commissioners from the Government General), having arrived in this country, having, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of Government within the Malabar countries in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly, and I have also before Mr. Lankheet, entered into an ekrarnama or engagement relative to matters and subjects of judicial cognizance and restraining me from exercising any jurisdiction on causes of a criminal nature, and binding myself to conform to and be observant and obedient to whatever the gentlemen shall, in judicial matters, direct; and the administration of justice in my country depends on the adawluts of Cherpoolcherry and Calicut and on the gentlemen's orders.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of its functions, as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with

foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 21st of June 1793.

No. LXIX.

TRANSLATION of a separate EKRARNAMA from the ACHEEN of PALGHAT, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, in which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Cherpoolcherry and of Calicut, and on the gentlemen's orders, in respect to which my orders and authority are not to operate.

And whereas, in consideration of the local distance from Cherpoolcherry, an inferior court subordinate to that of Cherpoolcherry is, for the settling of small causes, on the point of being established at Palghat, which court is to take cognizance of suits where the value claimed does not exceed Rupees 200, and also of small and inconsiderable quarrels, brawls, and affrays.

I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that we ourselves shall also in all respects be obedient and conform to the same and submit to its justice; and whoever shall be dissatisfied with this inferior court shall, by proceeding to Cherpoolcherry and preferring an application to the gentlemen there, attain to justice.

I have therefore written this ekrarnama to the end that if I deviate therefrom I may become culpable in the sight of Government.

N.B.—A joint ekrarnama to the same purport and effect with the above hath been executed by the three Nairs of Congar, Manoor and Yerterra.

No. LXX.

TRANSLATION of the ENGAGEMENT of PUNINGHAT, the NAIR of MANOOR—1793.

Whereas I have delivered in my application to the gentlemen of the Honourable Company's government relative to the revenue of the ensuing

Malabar year 969, the said gentlemen have in consequence issued the orders that are hereunder written, and I do thereon stipulate and give in writing that I shall constantly conform to the tenor of the said orders, and on no account deviate therefrom, or if I act otherwise, that I be expelled from the country; and I have accordingly written this in the manner of a mochulka and cabooleut, the orders above referred to being as follows:—

That a tehseeldar be appointed along with me that I may in his presence, without the commission of any oppression or excess on the ryots, realize the revenue from the country and faithfully pay the same without deviation to the Company's government, which is to provide for my expenses, and the gentlemen have agreed to this.

And Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have settled in conjunction with Mr. W. G. Farmer and Mr. W. Page and Major Dow (Commissioners from Bombay) a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last; I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And the Acheen of Palghat having with my knowledge and privity entered before Mr. Lankheet into an ekrarnama relative to the administration of justice and restraining him from inflicting any punishment, etc., I do promise that we shall also act in conformity to this, and the administration of justice of my country depends in the adawlut of Cherpoolcherry and of Calicut and on the orders of the gentlemen, and we shall not either give to any one punishment or presume, without the orders of the gentlemen, to interfere in any other matter of judicial cognizance; whoever may have occasion to complain shall, going to the Company's adawlut, attain to justice.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar; I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers, and in the maintenance of their official rights and their exercise of its functions as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the

country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 30th of June 1793.

The same agreement has been entered into by Koorootur, the Nair of Coongar (Kongad).

The same agreement has been entered into by Kummur, Nair of Yerterra (Edattara).

The same agreement has been entered into by Kumerunram, Nair of Cowlparra (Kavilappara).

No. LXXI.

TRANSLATION of the EKRARNAMA of RAUJEVARMA, the RAJAH of BEYPOOR—1793.

Whereas I have made application to the Commissioners relative to the settlement of my district and that the said Commissioners have in consequence been pleased to order that a tehseeldar or native collector shall remain in my country, I do also agree to this, and that a tehseeldar of the Honourable Company be stationed in my country, to the end that in his presence I may, without oppression or violence, realize the money from the country and pay it into Government, which is to provide for my support.

And whereas Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have in conjunction with Mr. W. G. Farmer and Mr. William Page and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under

date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And as to the end that the accounts of the revenue of the country and of the land thereof be kept in proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and exercise of their functions as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall become punishable by government and meet with the due return for such my conduct; and if in the mode of proceeding the tehseeldar or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superior of my division, attain to justice.

And as the great number of inferior Chowkies for the collection of Soonghum or duties tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the account.

Dated the 2nd July 1793.

TRANSLATION of a separate EKRARNAMA executed by RAUJEVARMA, the RAJAH of BEYPOOR, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, according to which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Calicut and on the gentlemen's orders, in respect to which my orders and authority are not to operate, I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that I myself shall also in all respects be obedient and conform to the same, and submit to its justice.

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of Government.

Dated the 6th July 1793.

No. LXXII.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and WALLABHAN, RAJAH of the DISTRICT of VELLATRE, concluded at Calicut, this 30th day of July in the English year 1792, and on the 18th of Malabar month of Carracadagom, year 967.

1st.—The whole of the country formerly subject to the cutcherry of Calicut, being ceded to the English Company by the Nawab Tippoo Sultan, is become the property of the said Company and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—William Gamul Farmer and Major Alexander Dow being deputed by the Honourable Major-General Robert Abercromby, Governor of Bombay, to settle the said countries so ceded, the said Rajah Wallabhan came to them at Calicut and represented that the countries of Mellatoor, Augarypooram, Vanarcaddo, and Kapil had always appertained to the kingdom of Vellatre, and that in consideration of services rendered the Company in assisting their armies he, the said Rajah, hoped to hold his former countries as manager for the Company, paying to them the revenues collected from the said countries, which, by an account delivered by Kariatt Moosa, the karigar of the Rajah of Vellatre, appear to be as follows—

Augarypooram	15,281	1	50
Mellatoor	12,287	1	0
Vanarcaddo	5,031	3	50
Kapil	2,694	0	0
Also the three districts of Congaad, Manoor and Yerterra, formerly belonging to Paliacacherry but ceded to the Rajah of Vellatre	8,472	0	0
Amount of Land Customs	2,000	0	0
Total Amount Rupees	45,766	2	0
From this sum it appears by an account presented that it will be necessary to allow the sum of Rupees	7,356	0	0
Thus there remains net Rupees ...	38,410	2	0

3rd.—This sum of net Rupees (38,410-2) thirty-eight thousand four hundred and ten and two quarters the said Rajah Wallabhan agrees to collect and pay to the Honourable Company, by the hands of such persons as they may appoint, at the following periods:—

The sum of Rupees (18,410-2) eighteen thousand four hundred and ten and two quarters on the 1st of the Malabar month Daun, year 968, answering to about the 1st of December 1792.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Minom, answering to the 1st of March 1793.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Videnom, answering to 1st June 1793.

4th.—The aforesaid amount of Rupees 38,410-2 being founded on accounts delivered as just, the Company shall have a right to appoint any persons they may please to inspect them; and if it is discovered that the collections of the country amount to more, the difference is to be paid to the Company.

5th.—Whereas formerly in the ancient government of the Rajahs, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Rajah but were only liable to follow them in war, Hyder Ali Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid; and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute. The Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

6th.—In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done tending to prejudice the revenues of the Company; they have to defend the country, and these revenues must pay the troops.

7th.—Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general, at all times, to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

8th.—Any ministers or other persons to be employed by the Rajah in the government of the country, or the collection of revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed.

9th.—There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when

orders will be given to collect and the collections to be paid to the Company.

10th.—It being the desire of the Company to procure what pepper grows in the countries, they will appoint their own merchants to purchase it in the country; no other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled. This or any other mode which may be thought better, the Rajah Wallabhan is to assist in.

This agreement is only for one year, and subject to the approval or disapproval of the Honourable General Abercromby.

Signed, sealed, and delivered in Calicut the 30th July 1792.

(Sd.) W. G. FARMER.

„ ALEXANDER DOW.

The Seal of the Honourable Company.

Witness—JOHN AGNEW.

„ JOHN DIAS.

No. LXXIII.

TRANSLATION of an AGREEMENT with the NAMBYARS of IRVERNAAD—1793.

We, Kekurat Nambyar, Kamburt Nambyar, Konmil Nambyar, Chunderwut Nambyar, Naringol Nambyar, and Palolee Nambyar (being the representatives of the six Nambyar families of Irvernaad), give in writing as follows:—

Whereas we have hitherto during the period since the Company's late acquisition of Malabar remained out of possession by reason of the apprehension entertained of the bad effects that might be produced from our mutual animosities, and lest also by our undefined and mingled rule of administration detriment might ensue to the country and to the other separate landholders within the district;

It hath therefore been settled before the Commissioners that we shall proceed to Mr. Galley at Tellicherry (that gentleman being vested with full authority to adminster all the affairs of this division of the country), and concluding before that gentlemen a settlement on the footing or in view to the general estimation of the present or existing one, we are all six of us respectively to enter into separate settlements and kistbundees (or instalments) for the revenue that shall thereby become due from our respective shares, and we are also in conformity thereto distinctly to make good to Government our respective payments.

And with respect to the other land-proprietors, whose grounds are situated within our respective shares of the districts, their portions of the revenue shall be settled by Government, and they shall only have to pay through us the amount thus fixed for each of them; in the receipt of which if we shall commit any oppression on, or make any over-exaction from them, in such manner that in the justice of the Company's Government such act shall be proved and established against us, such land-proprietor shall thereby become independent of either of us and shall pay his own revenue directly to Government.

And in the same manner as throughout the whole country the articles of poorishandram (taking part of the estates of deceased persons), and fines and penalties, as well as the dues at the festival of Oman and Vishoo, etc., have been forbidden; so do we also engage not to take from our ryots or from any other Nairs or Mopillas or other landholders any other of the said articles, and on proof thereof we shall pay a fine of twice the amount to Government.

As to the article of pepper, the Company will receive and take the half of the produce to which they are entitled from the vine and the vine owners; and the other half these latter shall remain at liberty to sell to whomsoever they shall choose or who shall give them the best price, whilst we shall reserve to ourselves the sale of the half of what is the produce of our own vines, the other ryots and landowners being in like manner at free liberty to dispose of their own pepper produce wherever they like.

Lastly, we are to remain in obedience to Government, and if any among us shall prove disobedient to its orders or oppress or act unjustly towards others, such of us shall, becoming guilty towards Government, be punished and be expelled from the land that is his inheritance.

Dated the 14th May 1793.

No. LXXIV.

AGREEMENT of the NAMBYARS of IRVERNAAD regarding the ADMINISTRATION of their COUNTRY—1798.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar, whereby the collection of inland duties, tolls, and customs on merchandize and the places for the receipts of them are for ever done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign

countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of their residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and directions of the gentlemen appointed for that purpose on the part of Government.

In pursuance therefore and conformity to the mode of agreement, as above mentioned, settled with the Rajahs of Malabar, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna, Cernamil Killoo, Caumpariet Chapen, and Chanderole Amboo, Nambyars, to deliver over to the management of them, the said Irvernaad Nambyars and their agents, the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed by the above agreement with the Rajahs of Malabar permanent registers on the part of Government) for the term of five years, commencing on the first day of Canny nine hundred and seventy Malabar, or A.D. 12th September one thousand seven hundred and ninety-four, on the following conditions:—

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues, shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendent before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooka before mentioned, without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Dannoo; the second on the fifteenth of Meddom; and the third at the end of Cheengam Rupees twenty thousand (20,000); for the year 971, at the same period. Rupees twenty-one thousand (21,000); for the year 972, Rupees twenty-two thousand (22,000); for the year 973, Rupees twenty-three thousand (23,000); and for the year 974, Rupees twenty-four thousand (24,000).

And as the date of this agreement is posterior to the term fixed for the payment of the first kist with the Rajahs of Malabar, it is hereby agreed

that the sum of Rupees twenty thousand due for this season shall be paid at two instalments, *viz.*, one-half at the end of Mena, and one-half at the end of the month Cheengam.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar whereby the collection of inland duties, tolls, and customs on merchandize and places for the receipts of them are entirely done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence and direction of the gentlemen appointed for that purpose on the part of Government.

And whereas James Stevens, Senior, Esquire, supervisor of the province of Malabar, did in the Malabar year 970, answering to the Christian era 1794-95, on behalf of the Honourable United English East India Company, in pursuance of and in conformity to the mode of agreement as above mentioned settled with the Rajahs of Malabar, stipulate and agree with Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo, Nambyars, to deliver over to them, the said Irvernaad Nambyars and their agents, the management of the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority of the Canoongoes as more particularly specified in their hookumnamas or instructions, who are to be permanent registers on the part of Government) for the term of five years commencing on the first of Canny nine hundred and seventy, A.D. 12th September one thousand seven hundred and ninety-four;

Now be it known that the said Nambyars Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo having preferred a request to Christopher Peile, Esquire, Northern Superintendent, in a paper bearing their respective signatures and dated at Mondal the fifth day of January or 24th Danoo 973, desiring, for the reasons therein set forth, that the above mentioned ekrarnama or agreement be rescinded and from henceforth be considered as null and void; we, John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, Commissioners, executing the office of supervisor for the affairs of the Honourable Company in the province of Malabar in virtue of the authority derived to us from the Honourable the President in Council at Bombay, do accordingly hereby rescind the said ekrarnama or agreement and declare the same to be henceforth null and of no effect.

And the said four Nambyars having further requested, under date as above mentioned, that the amount which they bound themselves to pay to the Honourable Company by the said ekrarnama shall be paid by the six Nambyars of Irvernaad, *viz.*, the four above named and Carriat Ama and Narangoly Nambyars separately for the years 973 and 974, each paying for that part or division of Irvernaad which belongs to his or her family; we the said John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna Nambyar to deliver to the management of him or his agents that part of the district of Irvernaad over which his influence and that of his family formerly extended according to the annexed Schedule, as far as regards the detail collections of the revenue thereof.

And it is hereby further agreed and stipulated that the sum payable to the Honourable Company's Government by the said Kehaguest Canna Nambyar for the lands and possessions above described, shall be for the current year 973 the full and just sum of Rupees four thousand six hundred and forty-nine two quarters and forty reas (4,649-2-40) without any deduction whatever, at three instalments, *viz.*, the first on the fifteenth day of Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengam; and for the year nine hundred and seventy-four the sum payable as above shall be Rupees four thousand eight hundred and fifty-one two quarters and seventy reas (4,851-2-70): and it is further agreed that this covenant shall be submitted to the revision and approbation of the Honourable the Governor in Council, by whose ratification of the same, and not otherwise, it shall be deemed of full force and effect for the two years above mentioned.

And as the date of this agreement is posterior to the term fixed for the payment of the first kist, it is hereby further agreed that the sum due on account of the first kist shall be paid to the northern superintendent by the 21st of Makarom ensuing or 31st January.

The second at the stated period or 15th Meddom, and the third on the 31st Cheengam.

Given under our hands and seal in Calicut this 12th day of January one thousand seven hundred and ninety-eight, answering to the second Makarom nine hundred and seventy-three.

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,,

Given under my hand at Mondal this sixth day of Makarom nine hundred and seventy-three.

The mark of KEHAGUEST CANNA.

Signed before me and delivered at Mondal this sixteenth day of January 1798.

(Sd.) CHRISTOPHER PEILE, N.S.
,, CAETANO COELHO.
,, INLIAO MART BASS.

The amount of jumma of Kehaguest Nambyar's division with the names of the tanahs collected by him, viz.—

1. Paloor ...					
2. Pootur ...					
3. Canagot ...					
4. Tupingatoor ...					
5. Billacatoor ...	for the year 973 M. S.	...	Rupees	4,649	2 40
6. Coloavallor ...					
7. Ellamgott ...					
8. Cooteny					
Ditto from the above for 974 M.S.		...	Rupees	4,851	2 70

Similar agreements were made with the other Nambyars separately, *viz.*—

Cernamil Killoo for the year	973	M.S.	Rupees	2,324	3 20
	974	M.S.	... „	2,425	3 35
Caumpuriet Chapen for the year	973	M.S.	... „	4,649	2 40
	974	M.S.	... „	4,851	2 70
Chanderole Amboo for the year	973	M.S.	... „	2,324	3 20
	974	M.S.	... „	2,425	3 35
Carriat Ama for the year	973	M.S.	... „	5,914	2 30
	974	M.S.	... „	6,171	2 90
Narangolly Nambyar for the year	973	M.S.	... „	7,368	0 85
	974	M.S.	... „	7,504	3 35

No. LXXV.

KAULNAMAH from HIS EXCELLENCY MAJOR-GENERAL MEADOWS, GOVERNOR and COMMANDER-IN-CHIEF, etc., etc., on the part of the HONOURABLE COMPANY, to KISHEN ZAMORIN, RAJAH of CALICUT, etc., etc., 1790.

Whereas the English forces have by the blessing of Providence possessed themselves of the fort and district of Palghat and certain adjacent countries of the Malialum, and design further to extend their possessions in that quarter ; and whereas Kishen Zamorin, Rajah of Calicut, has on the present and former occasions evinced a firm attachment to the British interests and proved himself useful in supplying their armies ; it has therefore been resolved that the said Zamorin shall be invested with the sole management of all the countries heretofore included in the province of Calicut which are or may be conquered by the British troops.

The said Zamorin is therefore directed to exert his authority and influence in embodying the Nairs of that country and in directing their operations against the common enemy, either separately or in conjunction with the British forces as he may be instructed by the officer commanding in that quarter.

He is to exert himself in establishing magazines in such places as he may be required to collect them, and in supplying as far as may be practicable everything necessary for the prosecution of the war, for which regular receipts will be given and the amount duly accounted for at its conclusion.

This instrument, to which strict obedience is enjoined by all whom it may concern, is to be considered as a kaulnamah and authority for administering the revenues during the present war. And at its successful conclusion by the favour of the Almighty the murassee or right of inheritance of the said Zamorin and of every Rajah, zemindar, and polygar shall be strictly examined and justly determined to the rightful inheritor agreeably to established custom, and then also the peshcush to be paid to the Honourable Company shall be equitably adjusted.

Given under my hand and seal at Coimbatoor the twenty-seventh day of September in the year of our Lord one thousand seven hundred and ninety.

(Sd.) W. MEADOWS,
Governor and Commander-in-Chief.

No. LXXVI.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQUIRE, and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, AND MAAN VICRUM ZAMORIN, concluded at CALICUT this 18th day of August in the English year 1792, and on the 6th of the Malabar month of Cheengum, or Singum in the year 967.

1. Of the countries ceded by Tippoo Sultan there remain sundry places in the four divisions of Calicut, Belutnaad, Ernaad, and Chowghaat; the Zamorin has further represented that in the districts leased to the Rajah of Corimnaad there are two talooks which are particularly desired by him, as being family places, called Burrakumpooram and Kehakumpooram. On a representation to the Rajah of Corimnaad he willingly consents to surrender these two talooks. The countries of Columgoora (Colungoor), Cadavoura (Koorwye), and Manaree (Mungaree), annexed by Tippoo to the talook of Palighat having anciently been ceded to the Zamorin, have been held and collected by him since the expulsion of Tippoo. These countries, together with the sea and land customs altogether estimated at Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1), as per an account hereafter entered, are to be delivered over to the Zamorin for one year from the 1st day of the Malabar month Canny, year 968, answering to about the

1st September 1792 English, with full powers to make the collections, administer justice, and all other rights ceded by Tippoo Sultan to the English Company, for which the said Zamorin agrees to pay to the Honourable Company by the hands of such persons as they may appoint the sum of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) in the following manner :—

2. The sum of Rupees one lakh and fifty thousand (Rupees 1,50,000) on the 1st of the month of Dannoo, answering to the 1st of December 1792 English.

3. The sum of Rupees one lakh thirty-six thousand three hundred and sixty-six and one quarter (Rupees 1,36,366-1) on the 1st of the month of Minom, answering to the 1st of March 1793.

4. The sum of Rupees one lakh thirty thousand (Rupees 1,30,000) on the 1st of the Malabar month Vederom, answering to the 1st of June 1793 English: all these payments are to be truly and punctually made at the stated periods.

5. The foregoing amount of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) being founded on an account of the value of the countries leased out and delivered by the minister of the Zamorin, and estimated at one-half of the assessment levied by Arshed Beg Khan in the time of the Nawab Tippoo Sultan, it is agreed that on the part of the Company shall be inspectors to ascertain the exact amount levied on the countries as above stated, and if it is found that more is levied, the difference is to be paid to the Honourable Company. The value also of the sea customs is by computation ; it is therefore also agreed that at this place there shall be persons to inspect on the part of the Honourable Company, and if they produce more, the difference is also to be paid to the Company.

6. In the foregoing account is mentioned the revenues to be received from the Rajahs of Beypoor, Perperingod, and Belutnaad, which, at the request of the Zamorin, are to be received through him as a mark of respect and superiority ; it is however understood that the collections of those countries are to be made by the Rajahs of them without any interference on the part of the Zamorin. The amount payable being stated, his officer will have an order to receive it when due from the different Rajahs.

7. The Zamorin has represented that in ancient times the sovereignty of all these petty Rajahs, so far as related to the administration of justice, was in him, and therefore begged that he might still be permitted to exercise this sovereignty; as the Commissioners do not perceive any harm in this, they willingly agree to it, subject to the general regulations intended hereafter to be made relative to the administration of justice.

8. That a more full and particular account shall be framed as soon as possible of the value of the several countries leased out to the Zamorin to be delivered to the Commissioners, who will have a right on their part to appoint any person they may please for the inspection of the said accounts.

9. Whereas formerly in the ancient government of the Zamorin, the Nair Chiefs and many of the petty Nairs held their lands without paying

revenue or tribute to the Zamorin or to their Rajahs, but were only liable to follow them in war, Hyder Ali Khan Bahadur and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person, they fixed the revenue which was to be paid, and this revenue Tipoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Zamorin, by giving back the lands free from tribute; the Company having their own troops, do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the Jumma settled by Tippoo.

10. In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Tippoo and Hyder brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or any thing done tending to prejudice the revenues of the Company. They have to defend the country, and their revenues must pay their troops.

11. Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Zamorin obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of their revenue.

12. Any minister or other persons to be employed by the Zamorin in the government of the country or the collection of the revenues, to be with the consent of the Honourable Company by their representatives; and if at any time any of them misbehave, they are to be dismissed.

13. There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections paid to the Company.

14. It being the desire of the Company to procure what pepper grows in the country, they will appoint their own merchants to purchase it in the country. No other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled; this or any other mode which may be thought better the Zamorin is to assist in.

15. The assessment for this year being rated at one-half of what it was by the account of Arshed Beg Khan on a representation from the Zamorin that to levy more would distress the inhabitants of the country, the Zamorin engages that his representation is justly founded. The Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenue, and any deviation in this respect is a breach of the original agreement, and will leave the Company at liberty to continue their protection or not, as they may think proper.

16. The Zamorin having appointed his relation the Keraki Collot (Kurki Colgum) Rajah to treat of and settle matters with the Commissioners, it was further agreed that the said Rajah of Keraki Collot should be security to the Company for the performance of these agreements, and that to enable him to be answerable, the Zamorin shall vest him with proper power and control in the general management of the country and receipt of the revenue.

Signed the day and year above written and sealed with the seal of the Honourable Company.

This agreement for one year only, and subject to the approval or disapproval of General Abercromby.

(Sd.) ZAMORIN. (Sd.) W. G. FARMER.

Seal. Seal.

No. LXXVII.

AGREEMENT signed by the ZAMORIN as delivered by his officers on the 29th June 1793.

Whereas an agreement for the Malabar year 968 (bearing date the 18th August 1792, or 6th of the month of Cheengum 967 Malabar style) was executed by the Samoory Rajah or Zamorin Maan Vicrum with William Gamul Farmer, Esq., and Major Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company;" *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, the Zamorin does in the said agreement bind himself "to agree to all such regulations and rules as shall be formed for the collection of the revenue and administration of justice by the Commissioners then expected from Bengal on the part of the Government General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

Since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Government General, having come to the Malabar coast have, in

conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars who have collected and delivered, and are still delivering in, certain accounts of the former and present value of the country, from which there is reason to suppose that the offer made in the subsequent month of February by Shamnath, the survadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the country in the time of Tippoo Sultan, was no more than the present state of the country's productiveness is equal to; yet, considering that the said serishtadar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should, according to justice and equity, be payable from all and every part thereof; it is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the Samoory Rajah, in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that this, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man on my part shall remain with the Company's officers to keep an account of the custom-house receipts.

As to the mint, what concerns it hath been thus settled, *viz.*, that the control and giving directions and making all arrangements as to what sorts of coin shall be therein struck and at what touch, or with what alloy in each kind; and likewise as to what shall be the seigniorage or duties payable by the merchants and bankers on the coinage of their metals; all these points depend on and are entirely subject to the orders and well-seeming of the gentlemen of the Company, *i.e.*, of the gentleman who is or shall be stationed here at Calicut for the general conducting and management of all the affairs of Malabar, in this manner that my people shall also assist in the conducting of the process and details of the business of the mint, conjointly with those of the gentleman aforesaid; and that, after all charges deducted, whatever net profit shall accrue from the mint, shall be equally divided between me and the Honourable Company.

(Signature of the ZAMORIN.)

No. LXXVIII.

AGREEMENT of the ZAMORIN of CALICUT regarding the ADMINISTRATION of his COUNTRY.

Whereas an agreement for the Malabar year 968, bearing date the 18th August 1792 or 6th of the month of Singum 967 Malabar style, was executed by the Samoory Rajah or Zamorin Maar Vicrum with William Gamul Farmer, Esquire, and Major Alexander Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is, among other things stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company;" *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, the "Zamorin does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioner then expected from Bengal on the part of the Governor-General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil

government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforesaid agreement of August 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners abovenamed on the one part, and the Samoory Rajah Maar Vicrum on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the district subordinate to the said Zamorin Rajah, as well as in view to corroborate an offer made by Shamnath, the sarvadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the said districts in the time of Tippoo Sultan; that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Zamorin Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of Soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs and the places for the receipts of them, should be from the date of that writing, ekrarnamah, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar that is, from Cavay to Cochin; and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished, as to their rates as might best suit the public interest with foreign nations; but a man on his (the said Zamorin's) part to remain with the Company's officers to keep an account of the custom-house receipts, of which the Zamorin is to have a tenth of the gross produce.

And in regard to what concerned the mint, it was further settled and agreed by and between the said Commissioners and the Zamorin Rajah Maar Vicrum, that the control and giving directions and making arrangements as to what sorts of coin should be therein struck, and at what touch or with what alloy in each kind, and likewise as to what should be seigniorage or duties payable by the merchants and bankers on the coinage of their metals, all these points to depend on and be entirely subject to the orders and well-seeming of the gentlemen of the Company's, *i.e.*, of the gentleman who is or shall be stationed at Calicut for the general conducting and management of all the affairs of Malabar, with the provision only that his, the

Zamorin's, people should also assist in the conducting of the process and details of the business of the mint conjointly with those of the gentlemen aforesaid, and that after all charges deducted whatever net profit shall accrue from the mint should be equally divided between him, the said Zamorin Rajah, and the Honourable Company.

In pursuance therefore and execution of the above quoted agreements of August 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government; and for as much as the period stipulated by the aforesaid agreement of June 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Samoory, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Samoory or Zamorin Rajah Maar Vicrum to deliver over to the management of him, the said Samoory and his agents, the districts of Calicut, Cusba, Kultoomporam, Vadakaporam, Payunaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority, as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government), for the term of five years, commencing on the 1st of Canny 970 Malabar, or September 1794, on the following conditions :—

That the said Rajah or his Minister or officers shall not collect any other taxes than those included under the head of Negady with the ten per cent. as customary for the charges of collection : the abolition of Purshantum from the Mopillas being hereby confirmed as well as the nuzzur or offerings at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the superior or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks before mentioned without any deduction

whatever at three instalments, *viz.*, the first on the fifteenth of Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Raheties or Runteray Hoons; 1,65,915-5-24 at ten Viray or new gold Fanams for each Hoon; for the year 971 at the same period and equal proportion the sum of Raheties 1,70,345 8 22

For the year 972 ditto 1,74,776 1 21

Ditto 973 ditto 1,79,206 4 19

Ditto 974 ditto 1,79,206 4 19

And whereas it is probable that the present coinage of gold Fanams may be abolished and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's Government, *viz.*, ten Viray or new gold Fanams to be equal to three Rupees.

And lastly, as certain grounds in some of the talookas, as specified in the papers containing the grounds on which the agreement has been formed, from the circumstances of having become entirely jungle or being overflown, cannot this season be liable to any degree of tax, they are hereafter annually to be subject to survey, and such portion of revenue as may be produced from them is to be accounted for in the same manner as the purrums or garden grounds, that is four-fifths to the Company.

COPY of a CIRCULAR letter written by GENERAL ABERCROMBY, as GOVERNOR of BOMBAY, to all the RAJAHS and PRINCIPAL LANDHOLDERS within the PROVINCE of MALABAR.

I have to acquaint you that the Commissioners have with my concurrence and under my approbation formed a plan for the future administration of the ceded countries (including the Honourable Company's ancient domain of Tellicherry and the tributary district of Cochin), the particulars of which I now communicate to you that you may strictly adhere thereto and be also convinced how much it has been framed with a view to your advantage and future security inclusive of and consistent with that of the country at large, which being now under the immediate pretection of the Company's government, it is their duty, as just sovereigns thereof, to watch over the welfare of all the inhabitants and to cherish them as their subjects, preserving also that due regard which they will ever maintain towards the honor and comfort of the Native Chiefs of each country and district.

For the purposes aforesaid the whole Malabar country, from Cochin to the Cavay, has been nearly equally divided into two separate divisions, the administration of which is to be entrusted to two civil servants of the Company, who are to be the immediate representatives of the British Government within their respective districts, in which they are to preserve the peace, administer justice, and to receive from you the revenue payable

to Government, the said gentlemen being in all cases subject to the supervision and control of the chief Company's servants within the countries aforesaid henceforth to be styled *the province of Malabar*, the seat of whose ordinary residence is to be at Calicut, to the end that, in case of any defect in the administration of the affairs of the two divisions aforesaid by the gentlemen appointed to superintend them, recourse may in all cases be readily had to their superior at Calicut, who will not interfere in the ordinary details of justice or revenue, but will be at all times ready to act as a check and control over the superintendent of the two divisions aforesaid, either on your application or that of any other persons who may think themselves aggrieved by the acts of the superintendents or their officers who will all remain accountable to this chief officer at Calicut; and you cannot fail to observe that in this division of power and superior control granted to the primary authority to be vested on the gentleman whose residence will be at Calicut in the centre of the whole provinces of Malabar, the Honourable Company have put themselves to an extraordinary expense by the creation of this third or superior officer to govern and regulate the conduct of the two superintendents, and of all other persons within the province; to the end that in consideration of the great distance between this and Bombay you may not be obliged in any case of complaint to have recourse there but receive justice within the province, at the same time that it is left to your choice to appeal in a regular manner to the Government of Bombay in any case where you may remain dissatisfied with the acts or decisions of the superintendents and of the chief magistrate; but in cases of complaint against either of the two former only, appeals are not to lie to Bombay in the first instance; the rule being that application must be made to the chief magistrate of the province of Calicut; after whose decision, whoever shall remain still dissatisfied may, without giving offence to any person, carry a further and ultimate appeal to me at Bombay in the manner that will be more fully detailed in the regulations which the remaining Commissioners will form and have translated into the Malabar language and disseminated throughout the province for your and the public information. And when the Commissioners shall have completed these arrangements, together with such agreements as they may think fit (provided your offers are reasonable and adequate) to conclude with you for the revenue, they will dissolve their commission and return to their former stations, after which the entire authority and government within the province of Malabar, according to its limits above described, will rest with the chief magistrate and superintendents under the degrees of subordination aforesaid.

As Mr. Farmer has from the first acted as senior member of the Commission, and has thence acquired a knowledge of the country and habits of acquaintance and communication with all the Rajahs and principal and other persons within the province, I have appointed him to the office of supervisor, and the first chief magistrate to reside at Calicut, aforesaid, in which capacity he will issue his instructions to the superintendents and correspond also with the remaining members of the Commission; of which, that he may attend to the important duties now consigned to him, he will no longer con-

tinue a member, and after its dissolution the primary and general authority, as above described, will vest in him, as well in regard to all matters of a civil nature as with respect to the disposal of the military force stationed in the province, but while the Commission lasts he will act in all things with their advice and concurrence.

(Sd.) ROBERT ABERCROMBY.

No. LXXIX.

CAPITULATION EXIGÉE POUR COCHIN.

ARTICLE PRECEDENT.

Monsieur le Commandant et le Conseil de Cochin proposent à Monsieur George Petrie, Major du 77me Regiment et Commandant du Detachment du Roi, et de la Compagnie Honorable des Indes de rendre cette Place Cochin, le 20 du Mois présent, et solicitent qu 'en attendant toutes les Hostilités cesserons.

ARTICLE PREMIER.

Tous les officers de la Garrison et autres Militaires, qui ont défendu Cochin marcherons hors de la ville par la Porte Neuve (Niew Poort) avec les honneurs ordinaires de la Guerre, avec leurs armes et baggage, drapeaux déployés, et tambours battant, la méche brulante, et deux pièces de canons et leurs dépendances.

ARTICLE 2d.

Tous les officers et soldats qui se trouverons dans la Garrison de Cochin, seront transportés de la manière la plus commode, pour le compte des Anglois et par leurs vaisseaux à Batavia ou Ceilon.

ANSWER.

PRELIMINARY ARTICLE.

The garrison of Cochin shall be prisoners of war, and the fort shall be delivered up to His Britannic Majesty, tomorrow at 12 o'clock noon, at which time the Western and Muttoncherry gates shall be delivered up to such detachments as Major Petrie may order to take possession of them.

ARTICLE 1st.

The garrison shall march out as requested, and deposit their arms upon the esplanade, after which they must return prisoners of war.

ARTICLE 2nd.

Inadmissible. The garrison shall be disposed of as the Commander-in-Chief may direct.

ARTICLE 3me.

Les officers et soldats susdits prendrons avec eux leurs effets sans ètre visités, leurs serviteurs, et esclaves et ceux qui sont mariés auront la liberté de prendre leurs familles avec eux.

ARTICLE 3rd.

Granted, except with regard to slaves. It is a name unknown in a British country.

ARTICLE 4me.

Monsieur le Commandant, les Membres du Conseil, de Police et tous les officers de la Police et du Commerce, le Conseil Ecclesiastique, la Milice, la Marine et autres serviteurs tirants Pension, et qui sont en service de la Compagnie Hollondoise comme aussi tous les Habitants dice tant Europiens qu' Indiens garderons la libertè de leurs personnes et possessions tant meubles qu' immeubles Merchandises et autres Effets qui serons sacrés et inviolable et ne serons molestés de façon quelconque.

ARTICLE 4th.

All private property shall be secure.

ARTICLE 5me.

Dans l'article prècèdent (le quatrième) est aussi compris, le Resident de Porca, Jan Andries Scheidzs, qui se trouve dans cette ville, et qui a été employé tenir les Livres de Negoce concernant la libertè de personnes et possessions, et on lui accordera, après qu'on a rendu les Effets de la Compagnie, de partir pour Porca, sa résidence, pour y faire ses affaires.

ARTICLE 5th.

He shall be allowed a reasonable time to settle his affairs, but must be considered as prisoner of war.

ARTICLE 6me.

Monsieur le Commandant, les Membres du Conseil, de Police, et tous les officiers de la Police, et du Commerce, la Conseil Ecclesiastique, la Marine, et autres serviteurs tirants Pension auront la liberté de partir avec leurs Familles, Esclaves, et leurs propriètès et effets pour Batavia, ou

ARTICLE 6th.

Answered in the second article.

bien pour Colombo, et pour la transport des Personnes susdits serons donnès les vaisseaux nécessaires et propres pour le voyage pour le compte des Anglois.

ARTICLE 7me.

La capitale, ou les fonds, appartenant à la Chambre des Orphelins, aux Pauvres de la Diaconie, et á l'Hospital Lepreux, ne seront pas confisqués, mais leur sera conservès comme tout l'argent des Mineurs ou Poupilles, et des Pauvres.

ARTICLE 7th.

The funds mentioned in this article shall be appropriated as His Britannic Majesty, or those empowered by him, shall direct.

ARTICLE 8me.

A tous les officiers tant qu'aux serviteurs Politiques et Civiles de la Compagnie, qui seront inclinés de démeurer dans cette place ou á s'établir comme des Habitans particuliers on le leur accordera et ils jouiront de la protection du Pavillon Anglois.

ARTICLE 8th.

All the inhabitants, who choose to remain and take the oath of allegiance to His Britannic Majesty shall be treated in every respect as British subjects.

ARTICLE 9me.

Tous les marchandises, munitions de Guerre, Artillerie, et autres armes, vivres en fin tout ce qui appartient á la Compagnie, et ce qui se trouve dans cette place sera fidèlement rémis et rendus et sera reçu par les Commissaires qui sont authorisés pour les recevoir selon un specification de la quelle la double sera rémise en Régle à Monsieur George Petrie.

ARTICLE 9th.

Everything specified in this article shall be faithfully delivered to such persons, as Major Petrie may appoint, to be disposed of as His Britannic Majesty may direct.

ARTICLE 10me.

La Fortresse, le Commandement, les Magasins et autres Battimens Publiques appartenant á la Compagnie ne serons pas demoliés mais resterons dans leur situation presente.

ARTICLE 10th.

The fort of Cochin and all the public buildings must be disposed of as the Commander-in-Chief, or the Officer Commanding for the time being shall direct.

ARTICLE 11me.

Il nous sera permis d'exercer librement la Réligion Réforme et selon l'usage de l'Église Hollondoise, pour quelle exercice il nous sera accordè l'Eglise dans laquelle elle a eté pratiqué, jusque' à present.

ARTICLE 11th.

Granted.

ARTICLE 12me.

Le Convent à Veropoli, et tous les autres Eglises Catholiques Romaines, comme aussi les Temples des Pagans jouiront toujours des Priveléges dont ils jouissoient jusqu'a present sous la protection de la Compagnie Hollondoise.

ARTICLE 12th.

The British Government always protects every religious establishment.

ARTICLE 13me.

Tous les Topas et Chrétiens, Indiens, comme aussi les Banyans, Orfeures, Paintres, Blanchisseurs Cordonnieurs qui sont sujets & vassals de la Compagnie Hollondoise garderons leurs propriétes et jouirons toujours des Privileges et de la protection, dont ils jouissoient, comme sujets, de la Compagnie sus dit.

ARTICLE 13th.

Answered in the 4th and 8th articles.

ARTICLE 14me.

Tous les documens chartres, resolutions & autres Papiers appartenant et regardant le Commandemant de Cochin serons gardés et rémis sans aucune visitation a Monsieur le Commandeur Vanspall, à fin de les pouvoir prendre avec lui vers où il partira.

ARTICLE 14th.

All public documents and papers must be delivered up to the persons appointed to receive them, but Mr. Vanspall shall receive authenticated copies of such as may in any shape relate to himself during his govern^t. ment of Cochin.

ARTICLE 15me.

Personne ne sera logé dans le Commandement durant sa demeure à Cochin mais Monsieur Vanspall y demeurera sans aucune empèchement.

ARTICLE 15th.

Answered in Article 10th.

ARTICLE 16me.

Si en cas que l'on trouvoit quelques deserteurs Anglois dans la Garrison de Cochin, on leur accordera pardon.

ARTICLE 16th.

All deserters to be positively given up.

ARTICLE 17me.

Tous les Papiers Publiques, les actes Notarial, et Secretarial, qui pourront périr en quelque Façon pour sureté des possessions appartenant aux Habitans de cette Place serons respectés et conservés entre les mains de ceux qui emplessent ces charges jusqu' ápresent en fin de pouvoir en faire usage comme de coutume.

ARTICLE 17th.

Answered in Article 14th.

ARTICLE 18me.

Le maitre des ventes Publiques, le sequestre, et le curateur adlities seron maintenus en exigeant les debte actives ou en demandant l'argent qu leur est du, et ils serons protegés pa les Juges ordinaires.

ARTICLE 18th.

All inhabitants, who shall remain in Cochin, shall be subject to the British laws.

ARTICLE 19me.

Après que cette Capitulation sera signée on rendra la Porte Neuve (Niew Poòrt) à une garde Angloise de 50 hommes á la quelle restra une garde Hollandoise d'une mème nombre d'hommes, pendant que l'on ordonnera à tous les gardes de ne pas laisser sortir aucun soldat Hollandoise, ni de ne laisser entrer aucum soldat Anglois, le jour suivant toutes les Portes seront occupiés et rendices aux Anglois pendant que la Garrison de Cochin se retirera dans les casernes et y demeureront jusqu' à leur départ pour Batavia ou Ceilon, et deposerons les armes ordinaires, exceptés les Officers qui les commandment, ils conserverons leurs epées.

ARTICLE 19th.

The gates of the fort of Cochin shall be taken possession of by detachments of British troops, tomorrow at 12 o'clock noon. The garrison shall be lodged in as commodious a manner as circumstances will admit, till disposed of as mentioned in article the 2nd. The officers shall be allowed to retain their swords.

ARTICLE 20me.

Tous les serviteurs de la Compagnie aussi bien de la Police que de la Milice et de la Marine et autres serviteurs tirants pensions serosenna-tretenus par la Compagnie Angloise jus qu' à ce qu' ils serons transportés par les vaisseaux Anglois aux endroits de leurs destines soit á Batavia ou à Ceilon.

ARTICLE 20th.

Major Petrie does not conceive himself at liberty to come under any such engagement on account of the Honourable Company.

ARTICLE 21me.

Tous les Malades et les Blessés qui se trouverons dans l'Hospital seront entretenus et guéris par les Anglois.

COCHIN CE,

19me Octobre 1795.

(Sd.) J. L. VANSPALL.
(„) DECAN.
(„) J. A. CELLARIUS.
(„) J. A. SCHUDZ.
(„) ARNOLD LUNEL.
(„) C. VANSPALL.

ARTICLE 21st.

Granted.

Major Petrie consents to a truce till 4 o'clock tomorrow morning at which time Mr. Vanspall must declare his acceptance of or dissent to the above articles of capitulation.

CAMP BEFORE COCHIN,

19th October 1795.

½ past 11 o'clock.

(Sd.) G. PETRIE, Major,
77th Regiment.
Commanding before Cochin.

No. LXXX.

KARARNAMAH or AGREEMENT entered into between the HONOURABLE COMPANY'S GOVERNMENT and KORIKORTE MAUNA WICRAMA SAMOORY RAJAH of the NEDVERUPPA SURUWUM, for himself and his family, defining the conditions on which the MALIKHANA they have heretofore enjoyed is confirmed to them in perpetuity—1806.

Whereas kararnamahs or agreements were signed and executed between James Stevens, Esq., Supervisor of the Province of Malabar, under the authority vested in him by the Honourable the Governor in Council of Bombay on the one part, and by certain Malabar Rajahs and Chieftains on the other part. Wherein it was among other stipulations agreed, that for the term of five years commencing on the 1st of Kanny 970 M. S. one-fifth share of the net collections of certain districts should be on certain conditions paid annually for the said period of five years to Korikorte Mauna Wicrama Samoory Rajah, out of the revenues accruing to the Company's Government.

And whereas the said term of five years so stipulated is now and has been long since expired and the conditions of the said kararnamahs or agreements consequently void and of no effect and no permanent settlement of the revenues of Malabar having since been carried into practice, the Malikhana to the several Rajahs has been continued by the free bounty of the Company's Government on the basis of the aforesaid kararnamahs or agreements. And whereas the jurisdiction of the province of Malabar having been transferred to the Government of Fort St. George, the Principal

Collector has received the orders of the Right Hon'ble the Governor in Council to fix one general assessment of land revenue throughout the province of Malabar on certain principles. And whereas the proposed assessment may in its operation reduce the amount of jumma upon certain districts in particular, or upon the whole province in general. Whereby the usual Malikhana of five per cent. on the jumma may be diminished in certain cases to the prejudice of the comforts of the Rajahs and their families, contrary to the benevolent intentions of the Company's Government towards the Rajahs of Malabar.

And for as much as some of the younger branches of certain Kovilgums have at several times forgotten their duties of allegiance to the Company's Government, and have in some instances fomented and excited disturbances in the country and some are at this moment in actual hostility and rebellion against the Government, and it is expedient to use every precaution to avert such evils in all time to come. But whereas the Company's Government are in its justice disposed to pardon the former errors of the few (the crimes of open hostility and rebellion excepted), in consideration of the allegiance and commendable demeanour of the majority of the members of the different Kovilgums in Malabar.

Wherefore the Right Hon'ble the Governor in Council of Fort St. George has deemed it expedient to authorize and direct the Principal Collector in Malabar to frame and conclude new stipulations and agreements of one general form and tenor of the most solemn and binding nature to comprehend and provide for all and singular of the premises.

In pursuance therefore of the said determination of the Government in virtue of powers specially vested in me to this end by authority of the Right Honourable the Governor in Council of Fort St. George, I, Thomas Warden, Principal Collector in the province of Malabar, do hereby stipulate and agree in the name of the Honourable United East India Company with Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself and his heirs for ever in manner and form following:—

Article 1.

Clause 1st.—From and after the 1st day of Kanny 982 M.S. or 15th September 1806, the Malikhana or allowance to the several Rajeums, Kovilgums, and Chieftains in Malabar shall be calculated at 20 per cent. upon the gross jumma of the land revenue of the year 976 (after deducting 10 per cent. for charges) being the jumma to which the amount of the assessment was reduced by a Proclamation under the signature of the Acting Principal Collector, bearing date the 11th of March 1803, corresponding with the 30th of Koombhum 978 (M.S.). And in order to obviate all future doubts as to the true meaning and extent of this clause, the names of the districts, total amount of nett jumma and malikhana thereon payable to Korikorte Mauna Wicrama Rajah and the Nedyeruppa Suruwum are hereunder specified:—

Calicut, Pynaad Ernaad, Kekapuram, Naduganaad-Shernaad, Wadakapuram, Chowghaut, Naduvootum.

	Viray Hoons.	Fus.	Cash.
Total nett jumma after deducting 10 per cent. . . .	2,33,785	6	36½
Amount of malikhana, being 20 per cent. on nett jumma is	46,257	1	15
Making at 12½ Viray Fanams per Star Pagoda, Star Pagodas	37,760	39	0
or Rupees .	1,32,163	4	0

Clause 2nd.—All existing agreements made under the sanction of the different Administrations of the province of Malabar relative to the distribution of the one-fifth share or malikhana among the Rajahs, members, and others of the several Rajeums are hereby recognized and confirmed; and the several shares shall be recoverable by process in the Civil Courts of Judicature existing or which may be established in the province of Malabar.

Clause 3rd.—In like manner it shall be competent to the several Rajahs, under sanction, of the Company's Civil officers having due authority to form separate stipulations with the members and families of the Rajeums, for the division of the shares which shall, in this case, be recoverable in the courts of law as specified in clause the second of this article.

ARTICLE 2.

The amount of the Malikhana as fixed by this instrument shall be payable in quarterly equal instalments at the Cutcherry of the Principal Collector, or of the Collector of the Zillah as the case may be.

ARTICLE 3.

To ensure a due degree of subordination among the junior members of the different Kovilgums and of the latter upon the principal one, the instalments of Malikhana shall be payable only to the receipt of the senior member of each Rajeum, unless it shall be otherwise determined by competent authority of the Company's civil officers.

ARTICLE 4.

The Malikhana as hereby fixed shall be considered as the security for the good and dutiful behaviour towards the Company's Government of each and every member of the Rajeum or family to which it may now and hereafter be payable.

Clause 1st.—That is to say, if any senior Rajah having the sole management of the Malikhana of his family shall at any time receive a summons from any Collector or Judge or other competent authority requiring the personal appearance of any subordinate member of his family to answer to any matter or thing which may be cognizable by the Criminal Courts in Malabar, which matter or thing is to be distinctly specified in the summons, and if within a certain period, which shall be also specified in the summons, the said senior Rajah shall not have delivered up the person of the said member of his family or have given satisfactory proof of his inability to produce the said person, then the whole of the Malikhana, which would be payable to that Rajeum in all its branches, shall be forfeited to Government for ever.

Provided that any junior member or family of each Rajeum may, upon establishing to the satisfaction of the local authority of Government his individual innocence of all concern in the matters charged against his relative and his inability to co-operate successfully in securing his person, make application through such local authority to Government for the special indulgence of a continuance of his or her share.

Clause 2nd.—In like manner when the shares have been regularly distributed among the different Rajahstaanums and Kovilgums by due authority as specified in clauses second and third of Article 1, then such summons as aforesaid shall issue to the senior Rajah of the particular Kovilgum of which the person of any member may be required, in this case the share allotted to such Kovilgum, and whatever else the members thereof may otherwise independently receive of the Malikhana, shall be in the first instance sequestered in the event of an unsatisfactory return to such summons.

Clause 3rd—But in the event of the summons requiring the person of the senior or managing Rajah of any Kovilgum, then it shall be directed to the senior member of the Suruwum or Rajeum, and the whole Malikhana thereof shall be the security as in clause first of this article.

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself, and the members of his family, the seniors of whom likewise sign the separate copy conjointly and separately for themselves and the members of their respective Kovilgums, it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered on this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month of Vrischigam of the Malabar year nine hundred and eighty-two, at Calicut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

(Sd.) S. MEEK, (Sd.) THOS. WARDEN,
Civil Surgeon, Malabar. *Principal Collector in Malabar.*
„ WILLIAM ATKINS,
Lieutenant-Colonel. *Signature of Zamorin*
„ IGNACIO DELOYALA E GA.

In a separate copy are the Signatures of—

Eralpad or Second Rajah; of Edataralpad or Fourth Rajah; of the Nediri pa Moota Erady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum; of the Elea Erady Tirulmalpad, Senior of the Poodea Kulote Rajah.

No. LXXXI.

Circular to all AUTHORITIES in MALABAR.

SIR,

Having received instructions from the British Commissioner for the Restitution of the French Possessions to deliver over Mahe to Monsieur Philibert, Commanding H.M.C.M. Frigate, Amphitrite, and to notify the same to all the authorities on the Coast, I have the honour to inform you that I purpose with the concurrence of Monsieur Philibert proceeding to Mahe for that purpose on Wednesday next, the 29th instant, from which date the town of Mahe with a certain tract of ground around it will be considered as transferred to the authority of H.M. Christian Majesty's Government.

A Proclamation will be issued defining the extent of Boundaries thus transferred immediately after the transfer.

* * * * * * *

CALICUT, I have, &c.,

24th January 1817. (Signed) J. VAUGHAN.

Proclamation issued by JAMES VAUGHAN, Collector of the Province of Malabar.

This is to give notice that in consequence of Peace being made between the English and French Nations as proclaimed on the $\frac{\text{15th of last Virchigom}^1}{\text{28th November 1816}}$, the establishment of Mahe, which formerly belonged to the French Power, is in conformity to the orders from the Presidency this day restored. The particulars of the boundaries are as follows:—From the flagstaff now erected at Mahe due south as far as the south side of the Tekkola Allietta Paramba; from thence due east to Cooroopan Chapa; from thence due north to Faraoola Caddawandy Kenaka Tyoola Paramba; and from thence due west to the flagstaff (Point), which boundaries have been duly delivered. On defining these boundaries and delivering up the territory within the boundary, many people being present no difference can arise; but these boundaries are only fixed until further orders of Government. Within the aforesaid boundaries all matters are to be referred to Mr. Menesse appointed on the part of the French Government whose orders in these cases are to be obeyed, but all revenue matters are until some other person is

[1] Not forthcoming in the Records. It was a printed copy received from Government.

appointed to be continued on the system which at present prevails and the revenue paid to the Parbutty as before.

Kumbhom 13th, 1992
22nd February 1817.

Circular to all AUTHORITIES in MALABAR.

SIR or GENTLEMEN,

The event alluded to in my letter under date the 24th ultimo, having taken place in the Restitution of Mahe to the French Authorities on the 23rd instant, I have now the honour to inform you from that date Mahe Proper must be considered as a French Settlement.

CALICUT, I have, &c.,
24th February 1817. (Signed) J. VAUGHAN.

No LXXXII.

Instrument executed by the ENGLISH and FRENCH authorities.—1819.

Whereas by the Treaties of Paris of the 30th May 1814, and 29th November 1815, His British Majesty has engaged to restore to His Most Christian Majesty all the territories, establishments and factories possessed in India by the French on the 1st of January 1792.

Be it known that I, Baron Law deClapernon, Knight of the Royal and Military Order of the St. Louis, Chief of the French Establishment of Mahe, invested of full powers by His Excellency the Count Du Puy, Peer of France, Governor-General of the French Settlements in India, and by M. Joseph d'Ayot, Intendant General of the said Settlement, acknowledge by these presents having received from Mr. James Vaughan, Collector of Malabar, invested with full powers by Right Honourable Hugh Elliot, Governor in Council of Fort St. George, the French factory at Calicut with the dependances thereof, which I, James Vaughan, acknowledge having delivered this day.

In witness thereof we have drawn the present verbal process after having had the French colours hoisted at Calicut.

Done in quadruplicate at Calicut the 1st day of February in the year of our Lord 1819.

The Commissioner of His Britannic Majesty.

(Signed) J. VAUGHAN, *Collector.*

The Commissioner of the King of France.

(Signed) B. LAW DE CLAPERNON.

NO. LXXXIII.

Instrument executed by the ENGLISH and FRENCH authorities—1853.

Whereas there have been various discussions regarding the Territory to be delivered up to the French Government in the vicinity of Mahe under

the provisions of the Treaties of Paris of the 30th May 1814, and 20th November 1815, and whereas it has been finally determined that the said Territory is to consist of the four villages of Paloor, Pandaquel, Chamberra and Chalicara, and of the three detached points or posts of Fort St. George, the Great and the Little Calaye, as defined by the British authorities without any of the Territory in their vicinity, to which a claim was made on a former occasion, and as in execution of this arrangement the limits of the territory to be transferred to the French Government have now been ascertained to be principally.

For the four villages.

East.—Part of Panianoor, Peringalam, Wollavilam and Kalaye amshoms.

West.—Teeroovangad and Kalaye amshoms.

North.—Pooniam river and part of Panianoor amshom.

South.—Part of Wollavilam and Kalaye amshom.

For the three detached points (which communicate with each other).

North.—The strip of Kalaye lying between them and Vera Coonoo.

South and South West.—A strip of Kalaye amshom intervening between them and Mahe river and a portion of Tellicherry road.

East.—A mosque and precipice.

West.—A portion of Tellicherry road and strip of Kalaye amshom intervening between them and Kanien Koonoo.

The particulars of the above boundaries will be found exhibited in detail in the appendix annexed to this instrument, approved and signed by us this day.

Be it known that I, Joseph Hayes, First-class S. Commissary of the Marine Chief of the French Establishment of Mahe, Malabar Coast, French Commissioner, invested with full powers by His Excellency Rear-Admiral De Verninac, Governor-General of the French Settlements in India, do acknowledge by these presents having received from Mr. James Douglas Robinson, Head Assistant Collector of Malabar and Commissioner for the British Government, the aforesaid three detached points or posts of Fort St. George, the Great and the Little Calaye and the four villages of Paloor, Pandaquel, Chamberra and Chalicara which I, James Douglas Robinson, do acknowledge to have delivered this day according to the above specified boundaries, which correspond with those laid down in a plan drawn up by the Civil Engineer of the 7th division and dated 9th January 1849, except at three different places indicated on the revised copies of the plan as A, B, C, where on carelul enquiry and comparison of the original plan with the village accounts, certain discrepancies having been ascertained to exist, the original land marks have been altered in such degree as appears just and

reasonable, and so modified, have been defined on the copy of the plan and declared to constitute the boundary of the Territory hereby ceded.

I, James Douglas Robinson, do moreover as requested by M. Hayes promise to supply him with a certified plan of the Territory now transferred.

In witness whereof the present verbal process after having had the French colours hoisted on the Vera Coonoo has been drawn up and signed.

Done in quadruplicate at Mahe, the 14th day of November 1853.

J. D. ROBINSON, *English Commissioner.*

J. HAYES, *Commissaire Français.*

No. LXXXIV.

The following TREATY of ALLIANCE and FRIENDSHIP is entered into and agreed upon by BRIGADIER-GENERAL MACLEOD, COMMANDER-IN-CHIEF of HIS BRITANNIC MAJESTY and the HONOURABLE ENGLISH EAST INDIA COMPANY'S FORCES, on behalf of the said HONOURABLE COMPANY on the one part, and the BEBEE or QUEEN of CANNANORE and ALLIA RAJAH, her husband, on the other part, 1784.

1st.—There shall be firm peace and friendship between the aforesaid parties.

2nd.—The Queen shall possess all the country of which she stood possessed before the English army marched into her country.

3rd.—The Queen will pay to the Honourable the Presidency of Bombay, within the space of one twelve month, one lakh and one-half lakh of Bombay Rupees as an indemnification for the expense of the war, and she will also pay an annual tribute of one lakh of Rupees to the said Presidency.

4th.—The said Presidency will protect her in the possession of the said country against the Nairs her natural enemies, otherwise she cannot pay the above sums.

5th.—All the forts are to remain in possession and at the disposal of the English.

6th.—The Queen engages annually to make the first offer of her pepper to the Honourable Company to be bought at a reasonable price.

Given and exchanged under our hands and seals at Cannanore, this 8th day of January 1784 in the presence of us.

THOS. LIGHTON.	(Sd.)	NORMAN MACLEOD, *Brigadier-General.*	Seal
ABDULLA.	„	BEBEE.	Seal.
MOOSSA.	„	ALLIA.	Seal.

This Treaty was disavowed by the Bombay Government on 12th January 1784, but was afterwards confirmed on 2nd February as a temporary measure during the armistice with Tippoo or until peace should be concluded.

No. LXXXV.

AGREEMENT with the BEBEE of CANNANORE—1793.

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, etc., do acknowledge and give in writing that I will pay to the Government of the Honourable East India Company the moiety of whatever is the produce of my country according to the funds thereof, and out of the Rupees 20,000 annual profit, which I reap from my trade with the Laccadives I am also to pay the half to Government, besides which I do stipulate to pay in like manner the half of whatever further income or profits from the said lands or trade shall be hereafter ascertained to accrue to me by the enquiries of the offices of Government.

And as it had been signified to me that after the rains a gentleman is to proceed to the Laccadives to sequester them for the advantage of the Honourable Company's Government, and to appropriate to the use of the said Government all the produce thereof. I do therefore engage to submit also to this if it shall be ordered by the Governor-General in Council, neither shall I in any shape object thereto; or otherwise, if it be so ordered, I shall be ready to account for the true income and produce and to pay the same to Government. Wherefore I have written these few lines as a mochulka for the revenue of Government.

Dated the 11th of April 1793.

TRANSLATION of an AGREEMENT entered into by the BEBEE of CANNANORE.—1793.

I, Bulia, the owner or lady of Cannanore and of the Laccadive Islands, do give in writing as follows:—

Whereas the sum of Rupees 28,680-12-3 is in arrear on account of the revenue due by me for the Malabar years 966 and 967, I do therefore

covenant and give in writing that I will, without plea or excuse, pay the same in the following instalments :—

On the 4th of Rumzaun 1207 of the Hegira, agreeing with the 15th April 1790, Rupees 8,000, and the remaining Rupees 20,680-12-3 in two kists or instalments ; the one on the 24th of Rumzaun or 4th of May, and the other on the 14th of Shawul, which agrees with the 24th of May, and herein I shall use neither delay nor evasion : wherefore I have entered into this agreement.

Dated 29th of Shabaun 1207 Hegira, agreeing with the 11th of April 1793.

No. LXXXVI.

AGREEMENT with the BEBEE of CANNANORE, executed by her on the 20th October 1796, or Malabar style 15 Toolam 972.

I, Bebee Bulia, lady of Cannanore, do agree and give this writing to witness that I will pay to the Government of the Honourable English East India Company fifteen thousand Rupees per annum, being the jumma on the houses, purums, etc., situated at and near Cannanore, on my trade to the Laccadive Island, on my jelm property on the said island. I do further agree to pay the said amount of fifteen thousand Rupees at three different kists, the first or five thousand Rupees, on the 15th Dannoo ; the second, or five thousand Rupees, on the 15th Meddom ; the third, or five thousand Rupees, at the end of Cheengum. The article of agreement is not to do away, nor is it meant to do away, in any shape, the rights which the Government have to the Laccadive is ands as is set forth in my mochulka dated the 9th April 1793, or 27th Shaban 1207 Hegira.

2. I do agree to pay the customs on all articles of merchandise whether imported or exported by me in the same manner and the same rates as the merchants of Malabar, save upon the coir imported from the Laccadives.

3. I give up my pretensions to the one-fifth share of the collection which is granted by Government to the Rajahs of Malabar, being convinced that I have no right to insist on the said allowance.

4. I give up all right and title to the Honourable Company which I have claimed to the Tarrahs of Cannatoor and Canot Chally and do agree that the Company shall make the collections in any manner they may think proper, except through the medium of the Cherical Rajah, which I most earnestly solicit may not be granted.

5. And I do agree to pay all arrears on account of customs, except upon the coir which I may have imported from the Laccadives.

Cannanore, 28th October 1796, or M.S. 15th Toolam 972.

(Sd.) BEBEE BULIA.

Witnesses.

(Sd.) BALLAJEE ROW, Dewan.

„ RAMROW PESKAR.

„ GOVIND WESDANATHJEE.

IX.—FRENCH SETTLEMENTS—SALT AND OPIUM.

On the 7th March 1815 a Convention (No. LXXXVII) was signed between Great Britain and France for regulating the supply of salt, opium, and saltpetre to the French establishments in India. By the terms of the treaty the right to purchase the salt manufactured in the French settlements in India was farmed to the British Government, a certain quantity being reserved by the French authorities for domestic purposes. In return the British Government undertook to pay the French Government the sum of 4 lakhs of Sicca Rupees (Rs. 4,26,000) a year. British trade, however, was seriously affected by this arrangement; and, in order to prevent the contraband traffic which had sprung up, a Convention (No. LXXXVIII) was concluded on the 13th May 1818 between the administrators of the French settlements in India and the Government of Fort St. George. This provided that the manufacture of salt in the French possessions throughout India should cease, during the continuance of the East India Company's charter, and 4,000 Star Pagodas (Rs. 14,000) should be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such quantities of salt as would suffice for the domestic use of the inhabitants of the French settlements in India, the French Government agreeing to sell this salt at approximately the same price as obtained in the adjoining British districts. In 1837, on the expiry of the Company's charter, a fresh Convention (No. LXXXIX) was concluded which, with trifling modifications, renewed that of 1818. In 1839 the French made a separate convention with the Bengal Government as regards the supply of salt to the French settlement at Chandarnagar. (*See* Volume I. Bengal.)

In 1901 the Government of India consented, on certain conditions, to postal consignments intended for Pondicherry, forwarded by steamer from Indo-China and other French Colonies to Cuddalore, being allowed to pass through British Indian territory, in their transit by rail to Pondicherry, without the levy of customs duty upon import, and without being opened for examination.

No. LXXXVII.

CONVENTION between GREAT BRITAIN and FRANCE. Signed at LONDON, the 7th of March 1815.

In the NAME of the MOST HOLY and UNDIVIDED TRINITY.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and Agents of His Britannic Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences, and removing every cause of dispute between their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, *viz.*, His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Kingdom, President of the Board of His Majesty's Commissioners for the affairs of India, etc., etc., etc. And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Châtre, descendant of the Princes of Deols, Count de la Châtre, His Ambassador extraordinary and plenipotentiary at the Court of London, etc., etc., etc., who, after having communicated to each other their respective Full Powers, found in good and due form, have agreed upon the following Articles:—

1. His Most Christian Majesty engages to let at farm to the British

CONVENTION entre la GRANDE BRETAGNE et la FRANCE. Signée à LONDRES, le 7 Mars, 1815.

Au Nom de la Très Sainte et Indivisible Trinité.

Le commerce du sel et de l'opium ayant été assujetti dans l'étendue des Possessions Britanniques dans l'Inde à certains réglemens et restrictions, qui s'il n'était pris des mesures convenables, pourraient donner lieu à des difficultés entre les sujets et Agens de Sa Majesté Britannique et ceux de Sa Majesté Très-Chrétienne; Leurs dites Majestés ont jugé à propos de conclure une Convention Spéciale pour prévenir ces difficultés, et écarter toute autre cause de discussion entre leurs sujets respectifs dans cette partie du monde. A cet effet, elles ont nommé pour leurs plénipotentiaires respectifs, savoir: Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, le Sieur Robert, Comte de Buckinghamshire, Pair du Royaume Uni, Président du Bureau de Ses Commissaires pour les affaires de l'Inde, etc., etc., etc, et Sa Majesté le Roi de France et de Navarre, le Sieur Claude Louis de la Châtre, des Princes de Déols, Comte de la Châtre, Son Ambassadeur extraordinaire et plénipotentiaire à la Cour de Londres, etc., etc., etc., lesquels, après s'être communiqué leurs Pleins pouvoirs respectifs, trouvés en bonne et due forme, sont convenus des Articles suivans:

1. Sa Majesté Très-Chrétienne s'engage à affermer au Gouvernement

Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts, commencing with the three years preceding the date of the present Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British

Anglais dans l'Inde, le privilége exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orixa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront nécessaire pour l'usage domestique et la consommation des habitans de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2. Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les Établissemens Français sur les côtes de Coromandel et d'Orixa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majesté Très-Chrétienne dans l'Inde; et le prix qui devra être payé par le Gouvernement Anglais sera fixé tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels, à commencer des trois années qui ont précédé la date de la présente Convention.

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet

Government for the salt manufactured in the districts nearest to the said settlement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

4. With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorised, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October, 1814.

6. With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article, there shall be reserved for the French Government, and delivered upon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; pro-

article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3. Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très-Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté.

4. Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orixa, et à Chandernagor dans le Bengale, le sel au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5. En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca; lequel payement sera effectué par trimestre et par portions égales, soit à Calcutta soit à Madras, dix jours après que les traités tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences. Il est convenu que la rente ci-dessus stipulée sera due à partir du 1er Octobre, 1814.

6. Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium, qu'à chacune des ventes périodiques de cet article, il sera réservé pour le Gouvernement Français et délivré à la requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de

vided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale; it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

The requisitions of opium as aforesaid are to be addressed to the Governor-General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christain Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

8. His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the High Contracting Parties any misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war

caisses d'opium qu'ils demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entreroit nèanmoins en déduction des trois cents caisses qui doivent être livrées.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'espace de trente jours après que l'epoque des ventes aura été indiquée par la Gazette de Calcutta.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporte cet article jusqu'à la concurrence de dix-huit mille maunds.

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12 du Traité conclu à Paris, le 30 Mai, 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent Lui être restitués en virtu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côte Sa Majesté Britannique, afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de mésintelligence ou une rupture (ce qu'à Dieu ne plaise),

those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property.

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government.

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India, they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose.

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government.

9. All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed or for debts contracted within the said limits, and who shall take refuge out

à ne point considérer nit raiter comme prisonniers de guerre, les personnes qui feront partie de l'ad. ministration civile des établissemens Français dans l'Inde, non plus que les officiers, sous-officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières.

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Très-Chrétienne dans l'Inde, la permission d'y continuer leur résidence et leur commerce aussi longtemps qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement.

Mais dans le cas où leur conduite les rendoit suspets, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec leurs effets et leurs propriétés, soit en France, soit dans tel autre pays qu'ils choisiraient.

Il est bien entendu en même temps que cette faveur ne sera pas étendu à ceux qui pourraient avoir agi contre les lois et les réglemens du Gouvernement Britannique.

9. Tous les Européens, ou autres quelconques, contre qui il sera procédé en justice dans les limites des dits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront réfuge

of the same, shall be delivered up to the chiefs of the said settlements and factories and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

(Sd.) BUCKINGHAMSHIRE, (L. S.)

(Sd.) LE COMTE DE LA CHÂTRE, (L. S.)

hors de des mêmes limites, seront délivrés aux chefs des dits établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentment mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an da Grâce, 1815.

(Signé) BUCKINGHAMSHIRE, (L. S.)

(Signé) LE COMTE DE LA CHÂTRE, (L. S.)

No. LXXXVIII.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the thirteenth day of May 1818.

With a view to carry into full and complete effect the object of those terms of the convention between Great Britain and France, signed at London on the 7th of March 1815, which regard the trade in salt throughout the British Sovereignty in India, the following articles have been agreed upon by His Excellency André Julien Count DuPuy, Peer of France, Great Officer of the Royal Order of the Legion of Honor, and Mr. Joseph François Dayot, Chevalier of the said Order, Administrators General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those Possessions as have heretofore been dependent upon the presidency of Fort St. George.

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the continuance of the Honorable Company's present charter.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

CONVENTION passée entre le Gouvernement de Pondichery et celui de Madras, signée à Pondichery le 13 Mai 1818.

Dans la vue d'assurer une pleine et entière exécution aux termes de la convention entre la France et la Grande Bretagne, signée à Londres le 7 Mars 1815, lesquels sont relatifs au commerce du sel dans la souveraineté Anglaise de l'Inde, les articles suivans ont été convenus d'une part, par Son Excellence André Julien, Comte DuPuy, Pair de France, Grand Officier de l'ordre royal de la Légion d'Honneur et M. Joseph François Dayot, Chevalier du même Ordre, Administrateurs Généraux des Etablissements Français dans l'Inde, et de l'autre, le Capitaine James Stuart Fraser, Commissaire nommé par le Gouvernement Britannique pour la remite des possessions Françaises qui se trouvaient dans la dépendance de la présidence du Fort St. George.

ARTICLE 1er.

Toutes les salines situées dans les Etablissements Français de l'Inde, cesseront de faire du sel pendant la durée de la présente charte de l'honorable Compagnie.

ARTICLE 2.

Le Gouvernement Français garantit la stricte observation de la stipulation ci-dessus et l'adoption ultérieure de toutes les mesures qui seront en son pouvoir pour assurer la prohibition effectuelle de la contrebande du sel.

ARTICLE 3.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honorable Company's present charter if this convention be ultimately ratified.

ARTICLE 4.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government for one year from the 1st of January last, and to continue to fulfil the same engagement until the determination of the Supreme Government or eventually of the authorities in Europe shall be officially notified to the French Government in India.

ARTICLE 6.

The British Government engages to deliver such a quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery, and subsequent sale of the said quantity being regulated according to the stipulations contained in Articles 1st, 2nd, and 4th of the convention of the 7th March 1815.

ARTICLE 7.

The present convention shall be ratified and exchanged with the least possible delay.

ARTICLE 3.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'étoile par an, pendant la durée de la présente charte de l'Honorable Compagnie, si cette convention est ultérieurement ratifiée.

ARTICLE 4.

La somme ci-dessus stipulée de quatre mille pagodes à l'étoile par année, sera payée par quartier, et sera considérée comme ayant commencée du 1er Janvier dernier.

ARTICLE 5.

Le Gouvernement de Madras s'engage, indépendamment de la confirmation ultérieure, à payer la somme de quatre mille pagodes à l'étoile au Gouvernement Français pour une année, à dater du 1er Janvier dernier et à continuer à remplir le même engagement jusqu'à ce que la détermination du Gouvernement Suprème, ou, s'il y a lieu, calle des autorités en Europe, soit officiellement notifiée au Gouvernement Français de l'Inde.

ARTICLE 6.

Le Gouvernement Anglais s'engage à délivrer telle quantitéde sel qui sera requite pour l'usage domestique et la consommation des habitants des Etablissemens Françias dans l'Inde, l'achet, la livraison, et la vente subsequente de la dite quantité seront règlés conformément aux stipulations contenues dans les articles 1, 2 and 4 de la convention du 7 Mars 1815.

ARTICLE 7.

La présente convention sera ratifiée dans le plus court déla possible.

Done at Pondicherry this thirteenth day of May in the year of our Lord one thousand eight hundred and eighteen.

(Sd.) LE CT. DUPUY.

„ T. DAVOT.

Fait à Pondichery le treize Mai, mil huit cent dix-huit.

(Sd.) JAMES STUART FRASER.

Ratified by the Government of Fort St. George according to the terms of the fifth Article this twenty-third day of May in the year of our Lord one thousand eight hundred and eighteen.

(Sd.) H. ELLIOT.

„ R. FULLERTON.

„ ROBERT ALEXANDER.

By the Right Honorable the Governor in Council.

(Sd.) G. STRACHEY,

Chief Secretary.

No. LXXXIX.

CONVENTION BETWEEN THE GOVERNMENTS OF MADRAS AND PONDICHERRY FOR THE RENEWAL OF THE CONVENTION OF 13TH MAY 1818.

Concluded between His Excellency the Marquis de Saint Simon, Major-General, Peer of France, Great Officer of the Royal Order of the Legion of Honor, Governor of the French Establishments in India, and John Dent, Esquire, Principal Collector of the Southern Division of Arcot.

ARTICLE 1ST.

The whole of the salt pans situated throughout the French Establishments in India shall continue in a state of inactivity as heretofore.

CONVENTION PASSÉE ENTRE LE GOUVERNEMENT DE PONDICHERY ET CELUI DE MADRAS POUR LE RENOUVELLEMENT DE CELLE DU 13 MAI 1818.

Entre Monsieur le Marquis de Saint Simon, Pair de France, Grand Officier de l'ordre royal de la Légion d'Honneur, Maréchal des Camps et Armées du Roi, Gouverneur des Etablissemens Français de l'Inde, et John Dent, Esquire, Collecteur Principal de la division du Sud d'Arcat, à été convenu ce qui suit.

ARTICLE 1ER.

Toutes les salines situées dans les Etablissemens Français de l'Inde continueront à être en inactivité comme par le passé.

ARTICLE 2ND.

The French Government guarantee the strict observance of the above stipulation and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3RD.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum.

ARTICLE 4TH.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments.

ARTICLE 5TH.

The British Government engages to deliver such quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery and subsequent sale of the said quantity being regulated according to the stipulations contained in the convention of the 7th March 1815.

ARTICLE 6TH.

The expenses incurred for the transport of salt having been hitherto borne equally by the English and French Governments, it is agreed that they shall continue to be so during the present convention.

ARTICLE 7TH.

It shall be optional with either the English or French Government to withdraw from the present convention on giving twelve months' previous notice.

ARTICLE 2.

Le Gouvernement Français garantit la stricte observation de la stipulation ci-dessus et l'adoption ultérieure de toutes ler mésures qui seront en son pouvoir pour assurer la prohibition efficace de la contrebande du sel.

ARTICLE 3.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l' etoile par année.

ARTICLE 4.

La somme stipulée ci-dessus de quatre mille pagodes à l' etoile par année sera payée par quartier.

ARTICLE 5.

Le Gouvernement Anglais s' engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitans des Etablissemens Français dans l'Inde, l'achet, la livraison et la vente de la dite quantité seront règlès conformément aux stipulations convenues dans la convention du 7 Mars 1815.

ARTICLE 6.

Les dépenses faites pour le transport du sel ayant toujours été supportées par moitré par le Gouvernement Français et par le Gouvernement Anglais, il est bien entendu qu il en sera de même pendant la durée de la présente convention.

ARTICLE 7.

Il sera facultatif soit au Gouvernement Anglais, Français de faire cesser la présente convention en donnant avis douze moit á avance.

ARTICLE 8TH.

The present convention shall be ratified with the least possible delay.

Done at Pondicherry this first day of June in the year of our Lord one thousand eight hundred and thirty-seven.

J. DENT,
Principal Collector.

ARTICLE 8.

La présente convention sera ratifiée dans le plus court délai.

Fait à Pondichéry le 1er Juin 1837.
le Gal SAINT SIMON.

Ratified by the Government of Fort St. George this eighteenth day of July in the year of our Lord one thousand eight hundred and thirty-seven.

(By the Right Honorable the Governor in Council.)

ELPHINSTONE.
T. MAITLAND.
J. SULLIVAN.

S. B. MURRAY,
Chief Secretary.

X.—DUTCH SETTLEMENTS.

By the treaty of the 17th March 1824 (*see* Volume I, Bengal) between the Dutch and the British Governments, the former ceded their factories and establishments in India to the latter. In pursuance of article 8 of the treaty, Commissioners, representing the two powers, were appointed to hand over and to receive the various factories. Those on the Coromandel Coast were delivered in August 1825, and a Deed (No. XC) to that effect was executed.

No. XC.

Deed of Transfer of Dutch Possessions on Coromandel Coast to the British Government—1825.

Whereas by the 8th Article of a Treaty between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands concluded at London on the 17th day of March in the year of our Lord one thousand eight hundred and twenty-four, His Netherland Majesty cedes to His Britannic Majesty all his establishments on the Continent of India and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments; and Whereas Henry François Vonsohsten, Esq., has been appointed by His Excellency the Governor-General of Netherland India Commissioner to deliver up the Netherland establishments on the Coast of Coromandel, and Lieutenant-Colonel James Stuart Fraser appointed by the Honorable the Governor in Council of Fort St. George Commissioner to receive possession of the said establishments.

Now be it known that I, Henry François Vonsohsten, do hereby declare to have delivered up on the 1st June 1825, in the name and on behalf of His Majesty the King of the Netherlands, to Lieutenant-Colonel James Stuart Fraser, Commissioner on the part of the British Government, the Netherland establishments at Sadras, Pulicat, Palicole, Jaggernaikpooram, Bimlipatam, Porto Novo, Keelkarray, Tuticorin, and Cape Comorin, with their several dependencies; and I, James Stuart Fraser, do hereby acknowledge to have received on the 1st June 1825, for and on behalf of His Britannic Majesty, from the said Henry François Vonsohsten, Esq., the Netherland establishments as aforesaid with their several dependencies.

In testimony whereof we the respective Commissioners have hereunto subscribed our Names and affixed our Seals at Sadras this Eighteenth day of August in the year of our Lord One thousand Eight hundred and Twenty-five.

L. S.

(Sd.) J. S. FRASER, *Lieut.-Col.*,
British Commissioner.

L. S.

De Nederland Commissioner.
(Sd.) H. F. VONSOHSTEN.

PART II.

RELATING TO

CEYLON.

THE first diplomatic intercourse between the British Government in India and the native powers in Ceylon took place in the year 1664, when an embassy was sent to obtain from the King of Kandy the release of some English sailors whom he held in captivity. The mission was unsuccessful. A century later, in 1763, an ambassador was sent to propose a treaty of friendship; but the negotiations were never carried to maturity. In 1782, after the conquest of the Dutch settlements on the Coromandel Coast, a force was despatched by the Madras Government to reduce the Dutch possessions in Ceylon, and Mr. Hugh Boyd accompanied the expedition for the purpose of concluding a treaty of alliance with the King of Kandy, by which the latter was to be required, not only to supply provisions to the British troops, but to send a strong force to co-operate with the English. The King, however, refused to take part in the war against the Dutch, or to conclude a treaty except with an ambassador commissioned from the King of England direct.

It was not till the year 1795 that the British Government acquired a permanent footing in the island. Towards the close of that year an expedition organised by the Government of Madras reduced Trincomalee, Jaffna, and Kalpitya, and a preliminary Treaty of alliance (No. XCI) was concluded with the King of Kandy on the 12th October 1795. Subsequently a Cingalese envoy was deputed to Madras, who concluded a definitive Treaty (No. XCII) on the 12th February 1796, but the King of Kandy, influenced by a party at his Court who favoured the Dutch interest, refused to ratify it. At that time the position of the Dutch towards the Native Government at Kandy was defined by the last treaty* which they had arranged with the Cingalese in 1766. They considered themselves entire masters of the whole coast, but had never paid the tribute to the King which was stipulated for in the fourth article of the treaty. In the meantime the British troops had taken Negombo, on the 4th February 1796, and on the 15th February Articles of capitulation (No. XCIII) were framed, by

* *See* Appendix.

which the Dutch settlements in Ceylon, including Colombo, Galle, and Kalutara, were ceded by the Governor of the Dutch possessions in the island to the British Government.

The administration of the conquered settlements in Ceylon was entrusted to the Government of Madras, but an injudicious attempt to introduce the Madras fiscal system, which nearly resulted in a general revolt, led to the transfer of the island to the direct government of the Crown, and to the appointment of Mr. North as the first Governor in 1798. His appointment, as well as that of the civil officers, was made by the King, but in the conduct of affairs the Governor was placed under the orders of the Governor-General of India, an arrangement which lasted till 1802. In the meantime, a revolution had broken out at Kandy. The King was deposed by the Adigar, or Prime Minister, and died in 1798. Vikrama Raja Singha, nephew of the Queen, was installed through the influence of the Minister, who, to secure the real power in his own person, induced the Governor to enter into a scheme* to effect the removal of the King to the British settlements, and to depute the Adigar to exercise his power at Kandy, where a British subsidiary force was to be stationed.

The project, which was to be carried out by means of an embassy to conclude a new treaty with the King, ended in utter failure; but the Adigar determined to gain his object by provoking a war. Several merchants, subjects of the British Government, were forcibly seized and plundered in April 1802. Compensation was refused, and in February 1803 a British force of 3,000 men occupied Kandy, which was abandoned by the King and the inhabitants. Muttu Swami, a member of the royal family, who, on the elevation of Vikrama Raja Singha, had fled to the British territories, was set on the throne, and a Treaty (No. XCIV) was concluded with him in May 1803, by which extensive districts were ceded to the British Government; a British subsidiary force was to be stationed at Kandy; and the King was prohibited from diplomatic intercourse with foreign powers.

By a separate Agreement of the same date (*vide* supplement to No. XCIV) with the Adigar the new King was to reside at Jaffna with all the pomp of royalty, while the Adigar was to hold the real power at Kandy. Encouraged by the success of his perfidy, the Adigar determined to secure the crown for himself, to seize the person of the Governor, Mr. North, and

* For the secret history of this policy, see Tennant's Ceylon, Volume II, Part VI, Chapter 3.

to exterminate the garrison at Kandy. The plot for the seizure of Mr. North failed through an accident; but in June 1803 the natives rose on the garrison at Kandy, and, after inducing them to capitulate on the promise of their lives, treacherously massacred them and the puppet King Muttu Swami.

The war which ensued with the King of Kandy was waged with great severity on both sides for two years. Hostilities ceased only from the exhaustion of both parties, and for the next ten years peace continued without any formal or amicable agreement. In the interval the Adigar was executed by Vikrama Raja Singha for treason in 1812. The inhuman barbarities, which the King perpetrated, disgusted and terrified his subjects, who only awaited a favourable opportunity to revolt. At length, towards the close of the year 1814, a party of merchants, who had gone from the British territories to Kandy to trade, were seized by the King as spies and sent back horribly mutilated. War was immediately declared, and in February 1815 Kandy was occupied almost without opposition. The King Raja Singha was made prisoner and deported to Vellore, where he died in 1832.

On the 2nd March 1815, at a Convention (No. XCV) of the Cingalese Chiefs at Kandy, the King was formally deposed, the sovereignty of the whole island of Ceylon was vested in the British Crown, and the preservation of the old form of government of Kandy and of the customs, laws, and religion of the people was guaranteed. For two years the country remained tranquil, and the terms of the convention were faithfully observed by the British Government. But the people had little sympathy with the Government, and in 1817 they rose in rebellion. Towards the close of 1818 the rebellion was subdued and the whole country restored to order. Advantage was taken of the rebellion to modify (No. XCVI) the Convention of 1815, and to emancipate the people from the oppression of their Chiefs by limiting the terms of their personal service, commuting taxes to a tithe of the produce of the land, and transferring the administration of justice to a regularly constituted agency. Since then, with the exception of a few partial and unimportant attempts at rebellion, on one of which occasions (in 1848) reinforcements were applied for from India, the peace of the country has remained undisturbed, and political relations with the island have necessarily ceased.

No. XCI.

PRELIMINARY TREATY with the KING OF KANDY, concluded on 12th October 1795.

Treaty of alliance and friendship proposed and agreed to by Veeziar Shundarah Rajah Karunah Sennauvee Ruttanah Agea Seenauteputteeyaugiah Pullay Gumbahay Atchaurah Manguttumah Anvergul and Nauvah Ruttanah Veerah Vickramah Rundaum Seenauteputteeyaugiah Oudagumbahay Atchaurah Manguttumah Anvergul, first and second ministers, on the part of Streelunkaisuwaraugiah Maharajah Mauniah Raujestree Mailaunah Outamah Periah Teerouvausul, the King of Kandia, and Robert Andrews, Esquire, ambassador on the part of the Honourable English East India Company.

ARTICLE 1.

The King of Kandia and the Honourable East India Company shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company nor any who may be under their jurisdiction shall be a friend to those who may be the enemies of the King of Kandia, neither shall the King of Kandia or any under his jurisdiction be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be incumbent on the Honourable Company to guard and protect the King, country, and religion called Pootaugamum of Ceylon against all its enemies.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever some favourable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of the island of Ceylon (particularly that of the cinnamon) shall hereafter be carried on with the Honourable English East India Company in preference to any other nation, under such conditions and regulations as shall hereafter be established by the contracting parties.

ARTICLE 6.

That after a final arrangement of the Treaty proposed and other subjects at present under discussion shall have taken place, no fresh matter of public concern shall be undertaken or executed respecting the Island of Ceylon previous to its being made known at the court of Kandia, and His Majesty's sanction being first had and obtained.

This above Treaty to be considered preliminary to a more comprehensive Treaty of alliance and commerce which I promise shall hereafter be signed by the Right Honourable Lord Hobart, Governor, the Members of Council, and that the Honourable Company's seal shall be affixed thereto.

Signed and sealed by the contracting parties at the Court of Kandia, Monday, the 29th of Pouratashy of Rachada year, answering to the twelfth of October one thousand seven hundred and ninty-five, 1795.

Signature of the first Minister.	Signature of the second Minister.	(Sd.) R. ANDREWS.
L. S.	L. S.	L. S.

In the presence of

(Sd.) STRICKLAND KINGSTON.

A true translation as near as can be from the Malabar language.

(Sd.) POONDAMALLY JYAH MOODELY,
Company's Interpreter.

No. XCII.

ARTICLES of TREATY and ALLIANCE agreed upon by the RIGHT HONOURABLE LORD HOBART, GOVERNOR, ETC., and his COUNCIL, for the affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY, at FORT ST. GEORGE, and STREELUN-KAISUWARAUGIAH MAHARAJAH MAUNIAH RAUJESTREE MAILAUNAH OUTAMAH PERIAH TEEROUVAUSUL, the KING of KANDIA, 12TH FEBRUARY *1796*.

ARTICLE 1.

The Honourable English East India Company and the King of Kandia

shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company, or any who may be under their jurisdiction, shall be a friend to those who may be the enemies of the King of Kandia; neither shall the King of Kandia, or any under his jurisdiction, be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be incumbent on the Honourable Company to assist the King of Kandia in the defence of his country and religion (called Pootaugum) against all enemies; and in like manner shall the King of Kandia render his assistance to the Honourable Company against the attacks of their enemies on the island of Ceylon.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever a favourable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of his dominions, particularly that of the cinnamon, shall hereafter be carried on with the Honourable English East India Company in preference to any other nation.

ARTICLE 6.

That for such articles of trade as the King of Kandia or his subjects may furnish, particularly the cinnamon, the Honourable Company shall make payment in gold, silver, fanams, cash, piece-goods, broadcloth, brimstone, saltpetre, lead, flints, swords, fire-arms, and other articles, in such proportion of each as may be agreed upon at the time of purchase, otherwise to be at liberty to dispose of their goods to other places.

ARTICLE 7.

That the King of Kandia shall have permission to employ ships, vessels, or boats, together in number ten, for the purposes of trade, and that such goods or articles of merchandize as may be laden thereon shall be exempt from duty, nor shall the different packages be opened, but an inventory delivered thereof by a person or persons duly authorized for that purpose by the

King of Kandia; the ships, vessels, or boats, however, subject to search and examination by such public officers as may stand appointed to the performance of that duty at the different seaports the English East India Company may possess, and to which the above vessels may resort. Any number of vessels except those above stipulated for, which His Majesty or his subjects may employ, shall be liable to the same duties and restrictions as those of any other merchants trading under the protection of the Honourable English East India Company.

ARTICLE 8.

The Honourable Company shall not at any time interfere with any part of the King of Kandia's present possessions except such as shall hereafter be ceded to them by the King, with a view of an increase of their friendship: and moreover, as the King of Kandia represents many situations to have been forcibly taken by the Dutch, the Company shall investigate the subject as soon as they have captured their different possessions on the island of Ceylon, and restore to the King of Kandia at the conclusion of the war, should they remain permanent possessors of the Dutch settlements, such interior situations as he may appear to have just claim to reserving to themselves, however, the entire possession and protection of the coast with the districts annexed thereto. That, notwithstanding the preceding article, so soon as the British East India Company become possessors of the Dutch settlements on the island of Ceylon they shall restore to the King of Kandia a situation upon the coast for the sole and express purpose of procuring an adequate supply of salt and fish for the consumption of the people of his country.

ARTICLE 9.

That after a final arrangement of the present Treaty shall have taken place, no fresh matter of public concern relative to the King of Kandia or any part of the island of Ceylon, except such as has been or may be captured from the Dutch, shall be undertaken, or executed previous to its being made known to the court of Kandia, and His Majesty's sanction being first had and obtained.

ARTICLE 10.

The Honourable Company shall at all times be ready to afford their friendly assistance to the King of Kandia, either on the island of Ceylon or other countries, in procuring him such things as he may stand in need of which his own dominions do not furnish.

ARTICLE 11.

The Honourable Company's ambassadors who may be entrusted yearly with letters or articles of present to Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul shall be introduced to the presence, and return after permission shall be granted by Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul.

ARTICLE 12.

The ambassadors on the part of Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul shall be conducted as usual by the Honourable English Company with every attention, and be permitted to return with the same compliments after having negociated with them on the occasion of their embassy.

ARTICLE 13.

The Right Honourable Lord Hobart, Governor, and his Council, have in confirmation of the Articles of this perpetual and everlasting Treaty, hereunto set their hands and affixed the Honourable Company's seal, subject to the ratification or rejection of the Honourable East India Company of England, within two years from the date hereof.

Signed and sealed at Fort St. George, this twelfth day of February one thousand seven hundred and ninety-six.

Company's Seal.

(Sd.) HOBART.
" ALFRED CLARKE.
" EDWD. SAUNDERS.
" E. W. FALLOFIELD.

No. XCIII.

ARTICLES of CAPITULATION for COLOMBO and the remaining DUTCH SETTLEMENTS—15th February 1796.

PRELIMINARY ARTICLE.

John Gerard Van Angelbeck, Councillor of India, Governor and Director of the Dutch possessions in the island of Ceylon, offers to deliver up to Colonel Stuart and Captain Gardner, commanding the English troops, the fortress of Colombo upon the following conditions at the expiration of three days:—

ANSWER.

Major Patrick Alexander Agnew, Adjutant General of the British troops in the island of Ceylon, by virtue of the powers delegated to him by Colonel James Stuart, commanding the British army and Allan Hyde Gardner, Esquire, Captain of His Majesty's ship *Heroine*, and senior officer of the naval force before Colombo, consents to admit of the surrender of the fort of Colombo on the undermentioned terms, provided the capitulation is signed this evening and the fort delivered to the British troops tomorrow morning at ten o'clock, in the manner stipulated in the following Articles:—

ARTICLE 1.

In this capitulation shall be included the town of Galle and the fort of Caliture with all their dependencies, lands, domains, etc., of the Honourable Dutch East India Company, and the Governor shall issue orders to the commander and council of Galle and the commandant of Caliture for the actual surrender according to the contents of this capitulation.

ANSWER.

Granted.

ARTICLE 2.

The fort with all its dependencies, artillery, ammunition, stores, provisions, and all other effects belonging to the Company, with the plans and papers relative to the fortifications, shall *bonâ fide* be delivered up without concealing or keeping back anything.

ANSWER.

Granted. The surveys of the districts of the island of Ceylon, and its coasts, with all other public plans, to be included.

ARTICLE 3.

And as the books at Colombo as well as Galle are two years in arrears, the delivery shall take place according to the balances now actually existing, and a reasonable time be allotted to the head administration Van Angelbeck and the administration Van der Span at Galle with their assistants to finish the books, and they shall, during that time, receive the pay and emoluments, fixed for their services. As the head smith, cooper, house carpenter, the overseer of the arsenal, and the brickmaker receive everything by indent, their account shall be examined by our accountants and paid by the English. On the other hand, the abovementioned artificers and overseers are responsible for the articles issued to them.

ANSWER.

One year or eighteen months, if absolutely necessary, shall be allowed for the purpose of arranging the books during which time a reasonable salary shall be paid to the servants of the Dutch Company necessarily employed in this department. The accounts of the artizans shall be examined and liquidated.

ARTICLE 4.

All public papers shall also be faithfully delivered over, but attested copies of all the public and secret consultations held during his short government and which he has not had an opportunity of forwarding to Holland or Batavia, shall be given to Governor Van Angelbeck, to enable him to answer for his conduct according to the nature of the circumstances.

ANSWER.

Granted.

ARTICLE 5.

The returns and merchandize of the Company, which are partly laden on board the ships *Berlicum* and *Ensgesindheid* now laying in the roads, and partly stored in private houses, as well as those at Galle, shall also be faithfully delivered by the Commissioners who shall be appointed by the Governor to Major Agnew, who is authorised by the Government of Madras to receive them.

ANSWER.

All merchandize, stores, and public property of every description, either laden on board the ships now anchored under the guns of the fort, deposited in public stores, or distributed in the houses of individuals, as well as all public property placed in a similar manner at Galle, Caliture, or any other part of the island of Ceylon depending on these Governments, shall be delivered by the Commissaries who shall be named by the Governor, Van Angelbeck, to Major Agnew, the agent appointed by the Government of Madras to receive them, in three weeks from this date.

ARTICLE 6.

But as the Company has of late years borrowed money upon interest of their servants and inhabitants, and when in want of ready money have issued (kredut braven) promissory notes to the amount of about five lakhs of Rix Dollars (of which however at least one-half is in the treasury), with a promise to realize the same, and as several servants have their pay and emoluments in the hands of the Company, for which they have no other security, but their property, the above-mentioned debts shall be paid out of them, and

ANSWER.

As Mr. Van Angelbeck has assured the officers commanding His Majesty's naval and land forces before Colombo that a refusal to comply with the demand contained in the 6th Article will be attended with the total ruin of the colony, they consent to the following arrangement regarding the paper currency of this island, provided the public property of the Dutch Company is found to be conformable to the statement contained in this Article.

the notes discharged, which can occasion the less consideration, as the returns alone, taking the fine cinnamon at only three Rupees a pound, the pepper at 100 Rupees per candy, the cardamoms at one Rupee a pound, and the piece-goods and other merchandize at the invoice price, will amount to about twenty-five lakhs of rupees and all the debts, pay, and notes in circulation not above six lakhs. The copper doodies shall continue current for one Stiver.

ARTICLE 7.

All private property without exception shall be secured to the proprietors.

ARTICLE 8.

In which is expressly included the funds of the Orphan House, or the College for the administration of the effects of infant children, and of the committee for managing the poor funds, as also the two ships now in the roads (*Berlccum* and *Ensgezindheid)* which belong to individuals in Holiand and are chartered by the Company, as shall be proven.

The English Government of Ceylon will take up the promissory notes of the Dutch Government, which are still in circulation (provided they do not exceed the sum of fifty thousand Pounds Sterling) and issue certificates for the amount bearing an interest of three per cent. per annum payable half-yearly; which certificates shall be in f orce so long as the districts of Ceylon, extending from Matura to Chilau, shall be in possession of the English, and no longer. Should these districts be restored to the Dutch, the responsibility of payment will necessarily revert to them, in which event the original notes of the Dutch Government shall be restored to the proprietors in exchange for the certificates granted by the British Government.

The officers commanding the British forces are not authorized to provide for the payment of the arrears due to the servants of the Company; this must be left to the future determination of His Britannic Majesty.

The copper coin of the island must find its own value in the course of exchange.

ANSWER.

Granted, with exception of all military and naval stores, which in every instance must be deemed public property.

ANSWER.

Granted, with exception of the ships, which must be deemed public property.

ARTICLE 9.

The garrison shall march out with the honours of war, pile their arms by command of their own officers on the Esplanade, and again return to their Barracks. The officers to keep their side arms, the clevangs and creeses of the non-commissioned officers and private Malays to be locked up in chests, and on their departure on being set on shore to be returned to them.

ANSWER.

Granted.

ARTICLE 10.

The European officers, non-commissioned and privates of the battalion of Dutch troops and the detachment of the Wirtemberg regiment doing duty with it, as well as the artillery and sea men, shall be transported in English ships from hence to Europe or Batavia according to their choice, with permission to carry along with them their women, children, necessary servants, and baggage. None of the officers, however, shall be removed from hence against their will, as many of them are married and have their property here; and in case of any of them wishing to depart, time shall be allowed them to arrange their affairs, to go where they please upon their parole of honour not to serve in this war against England until they shall be exchanged.

ANSWER.

The European officers, non-commissioned officers, and privates, as well of the Dutch battalion as of the regiment of Wirtemberg, the artillery, engineers, and marine, must be considered as prisoners of war; and as such they will be treated with that attention which the British Government has ever shown to those whom the fortune of war has placed in its power: the whole shall be sent to Madras. Such of the officers as desire to return to Ceylon for the reasons mentioned in this Article will have permission to do so on giving their parole of honour not to serve during the present war against the English. Those who may desire to return to Europe shall be permitted to do so on the same conditions, but without any claim on the British Government for pay or allowances of any description.

ARTICLE 11.

As there are some native born French in garrison, they shall be transported to the French islands if they choose it.

ANSWER.

The French of the garrison will be considered as prisoners of war and sent to Madras.

ARTICLE 12.

The Malays that do not choose to remain here shall be transported in English ships with their women and children to the island of Java.

ANSWER.

The Malay troops shall be sent from hence with their wives and children to Tutocorin, and from thence by easy marches to Madras. They shall be subsisted while they remain prisoners, and if not taken into the British service, shall, at a convenient time be sent to the island of Java at the expense of the British Government.

ARTICLE 13.

These transportations shall take place at the expense of the English, and until that time the military, Europeans as well as Malays, shall continue to enjoy their pay and emoluments as was customary in the Company's service. None of the military shall be forced or even persuaded to enter into the service of His Majesty or the Honourable English Company.

ANSWER.

The military officers, European and native, shall receive the pay allowed to them in the Dutch service. The non-commissioned and privates will be subsisted according to the regulations of the British Government for prisoners of war. None shall be forced to enter the service of Great Britain against their consent.

ARTICLE 14.

The sepoys and Moormen in the service shall have liberty to return to their birth-place.

ANSWER.

Granted.

ARTICLE 15.

The Cingalese lascars, being soldiers according to the nature of their service, and the burghers and civil servants by the laws of the colony being obliged to take up arms for its defence, it shall not tend to prejudice those people.

ANSWER.

Granted.

ARTICLE 16.

Governor Van Angelbeck, the commander of Galle Fretz, and all the other political or commercial servants not required in their official capacities for the purpose mentioned in Article 3, shall have permission to remain as private individuals at Colombo, Galle

ANSWER.

Granted, with this exception that as the commanders of the British forces before Colombo are not authorized to grant the subsistence required, this subject must be referred to the decision of the Government of Fort St. George.

or other place on the island, or to betake themselves elsewhere. In the first case a reasonable means of subsistence shall be allowed to each according to his rank. In the last they shall be permitted to carry their effects along with them, without payments of any tax or duty whatever, but then all allowances to cease.

ARTICLE 17.

The respective Vendue Masters here and at Galle shall be maintained during the collection of the outstanding balances in right of the preference granted those people by the Company.

ANSWER.

Granted for all balances now outstanding.

ARTICLE 18.

The clergy and other ecclesiastical servants shall continue in their functions, and receive the same pay and emoluments as they had from the Company.

ANSWER.

Granted under the same exception annexed to the 16th Article.

ARTICLE 19.

The citizens and other inhabitants shall be allowed to follow their employments, and enjoy all liberties and privileges as the subjects of His Majesty.

ANSWER.

Granted.

ARTICLE 20.

The native servants in the different departments shall be continued in their employs during their good behaviour.

ANSWER.

Granted, subject to such regulations as the British Government may hereafter judge necessary.

ARTICLE 21.

The eastern Princes, Tommogoms, and other men of rank here as State prisoners, and who receive a monthly subsistence, shall continue to receive it according to the list which shall be delivered.

ANSWER.

Granted, while they remain in Ceylon.

ARTICLE 22.

All notarial papers, such as wills, bills of purchase and sale, obligations,

ANSWER.

Granted.

security, bonds, etc., shall continue in force, and the registers of them be preserved by commissaries appointed on both sides for that purpose.

ARTICLE 23.

All civil suits depending in the council of justice shall be decided by the same council according to our laws.

ANSWER.

Granted. But they must be decided in twelve months from this date.

ARTICLE 24.

The deserters who are here shall be pardoned.

ANSWER.

All deserters from the English service must be unconditionally given up.

ARTICLE 25.

The above Articles of capitulation shall be faithfully fulfilled and confirmed by the signature of the officers commanding His Majesty's sea and land forces, Colonel James Stuart and Captain Allan Hyde Gardner ; and in case of anything appearing obscure, it shall be faithfully cleared up, and if any doubts should arise, it shall be construed for the benefit of the besieged.

ANSWER.

Granted.

ARTICLE 26, BY MAJOR AGNEW.

The garrison shall march out agreeably to the 9th Article at 10 o'clock to-morrow morning, when the gate of Delft shall be delivered to a detachment of the British troops. The Governor, Van Angelbeck, will order an officer to point out the powder magazines, posts, and public stores, that guards may be placed for their security and the preservation of order in the garrison.

Done in Colombo, this 15th day of February 1796.

(Sd.) J. G. VAN ANGELBECK.

(Sd.) P. A. AGNEW,
Adjutant General.

No. XCIV.

ARTICLES of CONVENTION entered into between HIS HIGHNESS PRINCE MOOTOO SAMY, on the one part, and HIS EXCELLENCY FREDERIC NORTH, GOVERNOR, CAPTAIN GENERAL AND COMMANDER-IN-CHIEF in and over the BRITISH settlements on the island of CEYLON, on the other part, for the attainment of the just objects of the present war, the speedy restoration of peace, and the general security and happiness of the inhabitants of this island—4th May 1803.

1st.—The British Government in Ceylon agrees to deliver over to Prince Mootoo Samy the town of Kandy and all the possessions dependent on the crown of Kandy now occupied by the British arms, excepting the province of the seven Corles; the two hill forts of Geriagamme and Gallegedereh, and a line of land not exceeding in breadth the half of a Cingalese Camonchy, across the Kandian territories, for the purpose of making a direct road from Colombo to Trincomalee, which road shall not pass through the district known by the name of the Gravets of the town of Kandy; which aforesaid province, forts, and line of land Prince Mootoo Samy hereby solemnly agrees to cede in full sovereignty to His Britannic Majesty for ever.

2nd.—Prince Mootoo Samy further engages that he will consider the enemies of His Britannic Majesty's Imperial Crown as his own enemies, and that he will not, directly or indirectly, enter into any Treaty or negotiation with any Prince or State without the consent of His said Britannic Majesty, or of the Governor of his settlements in Ceylon for the time being.

3rd.—As Prince Mootoo Samy is undoubted heir to the last lawful King of Kandy, the British Government will recognize him as King of Kandy, as soon as he shall have taken upon himself that title with the usual solemnities and ratified the present convention. And in case the said Prince should require an auxiliary force to maintain his authority, the British Government shall afford him troops, the expense of such troops, during their employment in the service of the said Prince, being to be defrayed by him at a rate to be agreed upon.

4th.—It is mutually agreed that all duties on the common frontier shall be abolished, and none established except by mutual consent.

5th.—It is agreed by Prince Mootoo Samy, that all Malays now resident in the Kandian territories shall be sent with their families into the British territories as shall likewise all Europeans and Portuguese who may not obtain a license from the Governor of the British possessions to reside in the said Kandian territories. And all Europeans and Portuguese who

may commit crimes within the Kandian territories shall be sent to the British territories for trial.

6th.—It is mutually agreed that all natives of Ceylon or of India, except such Portuguese as are mentioned in the last Article, shall be subject to the laws and tribunals of the country where the offence may have been committed.

7th.—Prince Mootoo Samy promises and agrees that he will protect to the utmost of his power the monopoly of cinnamon enjoyed by the British Government; that he will allow the cinnamon-peelers belonging to the said British Government to gather cinnamon in his territories to the west of the Balany Kandy; and that he will furnish as much cinnamon as may be required at the price of forty Rix Dollars per bale of eighty pounds.

8th.—Prince Mootoo Samy also engages to permit persons duly authorized by the British Government to cut wood in all his forests.

9th.—The said Prince also engages not to prohibit, either directly or indirectly, the exportation of paddy, grain, and areka nut from his territories without consent of the British Government.

10th.—Prince Mootoo Samy furthermore engages to give a safe conduct to the Prince lately on the throne to retire into British territories with his family, and to allow him a certain sum for his maintenance which shall be agreed upon hereafter by the parties to these Articles, provided it be not less than five hundred Rix Dollars per mensem during the term of his natural life.

11th.—And for the better re-establishment of public tranquillity, Prince Mootoo Samy engages to allow such persons as have rendered themselves obnoxious to him by opposing his just claims to retire with their wives and families, money, jweels, and moveable property, into the British territory in Ceylon, there to remain unmolested.

12th.—It is moreover stipulated that every encouragement shall be given by each party to the subjects of the other in prosecuting fair and lawful commerce.

13th.—The subjects of His Britannic Majesty, duly authorized by the British Government in Ceylon, shall have liberty to travel with their merchandize throughout the Kandian territories, to build houses, and purchase and sell their goods without let or hindrance.

14th.—The subjects of the Crown of Kandy shall, on the other hand, be allowed to settle and carry on trade in the British settlements in Ceylon, and to purchase and send into Kandy all merchandizes, salt, salt-fish, etc., on the same terms with the native subjects of His Britannic Majesty.

15th.—The British Government shall be allowed to examine the rivers and watercourses in the Kandian territories, and shall be assisted by the Kandian Government in rendering them navigable for the purposes of trade and the mutual advantage of both countries.

16th.—For the more perfect maintenance of these Articles, and of good understanding and amity between the contracting parties, Prince Mootoo Samy consents and agrees that a minister, on the part of the British Government, shall be permitted, whenever it may be required, to reside at the court of Kandy, and be received and protected with the honours due to his public rank and character.

17th.—These articles, being agreed upon between Prince Mootoo Samy and the Governor of the British settlements in Ceylon, shall be immediately transmitted to His Britannic Majesty for his royal confirmation, and shall, in the meantime, be acted upon with good faith by both the contracting parties according to their true intent and meaning.

(Sd.) FREDERIC NORTH.

„ MOOTOO SAMY.

(in Cingalese.)

ADDITIONAL ARTICLES by which the ADIGAR agrees to the accompanying CONVENTION.

A convention having been entered into between the British Government of Ceylon and His Majesty King Mootoo Samy, the illustrious Lord Pilámé Tiláwé, first Adigar of the Court of Kandy, the second Adigar, and the other nobles of the court agree to and become parties in the same:—

On condition that his Majesty King Mootoo Samy deliver over the administration of the provinces belonging to the Crown of Kandy to the aforesaid Pilámé Tiláwé, with the title of Ootoon Homarayen (or Grand Prince) during the term of his natural life, and continue to reside and hold his court at Juffnapatam, or in such other part of the British territories in Ceylon as may be agreed on between His said Majesty and the British Government.

And for the proper maintenance of His Royal dignity the aforesaid Pilámé Tiláwé engages to pay annually to His said Majesty the sum of thirty thousand Rix Dollars in British currency and to fulfil all the engagements entered into by His Majesty with the British Government.

And for the better security of the payment of the sums stipulated to be paid to King Mootoo Samy, as well as to the King lately on the throne of Kandy, the said Pilámé Tiláwé agrees to deliver to the British Government at Colombo, in the course of every year, the amount of twenty thousand ammonams of good areka nut, each ammonam containing twenty-four thousand nuts at the rate of six Rix Dollars, British currency, per ammonam, to be paid to the agents of the said Pilámé Tiláwé by the said British Government, in coined copper to that amount, or in such other articles as may be agreed on between the parties.

And the British Government will, in that case, charge itself with the payment of the allowances stipulated for both those Princes.

And the Adigar Pilámé Tiláwé agrees to cede in perpetuity to the British Government the village and district of Gangavelle (or Elvele), now called fort Macdowall, in exchange for the hill-fort of Geriagamme, which the British Government cedes again to Pilámé Tiláwé.

And it is still further agreed upon that all the Princes and Princesses of royal family now in confinement shall be immediately set at liberty, and allowed to settle, with their personal property, wherever they choose, and that a general amnesty and pardon shall be observed on both sides, as well towards those who have opposed as towards those who have supported the claims of King Mootoo Samy, in the late or any former contest.

And it is hereby agreed by His Majesty King Mootoo Samy, on his part, by His Excellency Frederic North, Governor of the British possessions in Ceylon, on the part of his Government, and by the most illustrious Lord Pilámé Tiláwé, first Adigar, on his part, and on that of the second Adigar and principal nobles of the Court, that the Articles above agreed upon shall be carried into effect fully and completely, as soon as the Prince lately on the throne of Kandy shall be delivered into the hands of the British Government, and that till then a perfect truce and cessation of hostilities shall continue between all the contracting parties.

And the said contracting parties have in faith thereof set to the said Articles their seals, and signed them with their names respectively.

DOMBADEMA, *4th May 1803.* (Sd.) FREDERIC NORTH.
„ PILÁMÉ TILÁWÉ (*in Cingalese*).

No. XCV.

AGREEMENT relating to the DEPOSITION of the KING of KANDY, and the ASSUMPTION by the BRITISH GOVERNMENT of the SOVEREIGNTY of the whole ISLAND of CEYLON.—1815.

At a Convention held on the second day of March, in the year of Christ 1815, and the Cingalese year 1736, at the palace in the city of Kandy, between His Excellency Lieutenant-General Robert Brownrigg, Governor and Commander-in-Chief in and over the British settlements and territories in the island of Ceylon, acting in the name and on behalf of His Majesty George the Third, King, and His Royal Highness George Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, on the one part, and the Adigars, Dessaves, and other principal Chiefs of the Kandian provinces, on behalf of the inhabitants, and in presence of the Mohottales, Coraals, Vidaans, and other subordinate

headmen from the several provinces, and of the people then and there assembled on the other part, it is agreed and established as follows:—

1. That the cruelties and oppressions of the Malabar ruler in the arbitrary and unjust infliction of bodily tortures, and the pains of death without trial, and sometimes without an accusation or the possibility of a crime, and in the general contempt and contravention of all civil rights, have become flagrant, enormous, and intolerable; the acts and maxims of his Government being equally and entirely devoid of that justice which should secure the safety of his subjects, and of that good faith which might obtain a beneficial intercourse with the neighbouring settlements.

2. That the Rajah Sree Wikrema Rajah Singha, by the habitual violation of the chief and most sacred duties of a sovereign, has forfeited all claims to that title; or the powers annexed to the same, and is declared fallen and deposed from the office of King; his family and relatives, whether in the ascending, descending, or collateral line; and whether by affinity or blood, are also for ever excluded from the throne; and all claim and title of the Malabar race to the dominion of the Kandian provinces is abolished and extinguished.

3. That all male persons, being or pretending to be relations of the late Rajah Sree Wikrema Rajah Singha either by affinity or blood, and whether in the ascending, descending or collateral line, are hereby declared enemies to the Government of the Kandian provinces, and excluded and prohibited from entering those provinces on any pretence whatever, without a written permission for that purpose by the authority of the British Government, under the pains and penalties of martial law, which is hereby declared to be in force for that purpose; and all male persons of the Malabar caste now expelled from the said provinces are, under the same penalties, prohibited from returning, except with the permission before mentioned.

4. The dominion of the Kandian provinces is vested in the sovereign of the British Empire, and to be exercised through the Governors or Lieutenant-Governors of Ceylon for the time being, and their accredited agents; saving to the Adigars, Dessaves, Mohottales, Coraals, Vidaans, and all other chief and subordinate native headmen lawfully appointed by authority of the British Government, the rights, privileges, and powers of their respective offices; and to all classes of the people the safety of their persons and property with their civil rights and immunities, according to the laws, institutions, and customs established and in force amongst them.

5. The religion of Budhoo, professed by the Chiefs and inhabitants of these provinces, is declared inviolable, and its rights, ministers, and places of worship are to be maintained and protected.

6. Every species of bodily torture, and all mutilation of limb, member or organ, are prohibited and abolished.

7. No sentence of death can be carried into execution against any inhabitant except by the written warrant of the British Governor or Lieutenant-Governor for the time being, founded on a report of the case made to

him through the accredited agent or agents of the Government resident in the interior, in whose presence all trials for capital offences are to take place.

8. Subject to these conditions, the administration of civil and criminal justice, and police over the Kandian inhabitants of the said provinces, is to be exercised according to established forms, and by the ordinary authorities; saving always the inherent right of Government to redress grievances and reform abuses in all instances whatever, particular or general, where such interposition shall become necessary.

9. Over all other persons, civil or military, residing in or resorting to these provinces, not being Kandians, civil and criminal justice, together with police, shall, until the pleasure of His Majesty's Government in England may be otherwise declared, be administered in manner following:—

First.—All persons, not being commissioned or non-commissioned military officers, soldiers, or followers of the army, usually held liable to military discipline, shall be subject to the magistracy of the accredited agent or agents of the British Government in all cases, except charges of murder, which shall be tried by special commissions to be issued from time to time by the Governor for that propose; provided always, as to such charges of murder wherein any British subject may be defendant, who might be tried for the same by the laws of the United Kingdom of Great Britain and Ireland, in force for the trial of offences committed by British subjects in foreign parts, no such British subjects shall be tried on any charge of murder alleged to have been perpetrated in the Kandian provinces, otherwise than by virtue of such laws of the United Kingdom.

Secondly.—Commissioned or non-commissioned military officers, soldiers, or followers of the army usually held amenable to military discipline, shall in all civil and criminal cases wherein they be defendants, be liable to the laws, regulations and customs of war; reserving to the Governor and Commander-in-Chief in all cases falling under this ninth article, an unlimited right of review over every proceeding, civil or military, had by virtue thereof; and reserving also full power to make such particular provisions, conformably to the general spirit of the said article, as may be found necessary to carry its principle into full effect.

10. Provided always, that the operation of the several preceding clauses shall not be contravened by the provisions of any temporary or partial proclamation published during the advance of the army; which provisions, in so far as incompatible with the said preceding articles, are hereby repealed.

11. The royal dues and revenues of the Kandian provinces are to be managed and collected for His Majesty's use, and the support of the provincial establishment according to lawful custom, and under the direction and superintendence of the accredited agent or agents of the British Government.

12. His Excellency the Governor will adopt provisionally, and recommend to the confirmation of His Royal Highness the Prince Regent, in the

name and on behalf of His Majesty, such dispositions in favour of the trade of these provinces as may facilitate the export of their products and improve the returns, whether in money or in salt, cloths, or other commodities useful and desirable to the inhabitants of the Kandian country.

GOD SAVE THE KING.

By His Excellency's command.

(Sd.) JAS. SUTHERLAND,

Deputy Secretary.

No. XCVI.

PROCLAMATION by HIS EXCELLENCY LIEUTENANT-GENERAL SIR ROBERT BROWNRIGG, BARONET and KNIGHT GRAND CROSS of the MOST HONOURABLE MILITARY ORDER of the BATH, GOVERNOR and COMMANDER-IN-CHIEF in and over the BRITISH SETTLEMENTS and TERRITORIES in the ISLAND of CEYLON, with the DEPENDENCIES thereof—21st November 1818.

Preamble. Recital of cession of Kandian provinces to Great Britain.

1. The Chiefs and people of the Kandian nation, no longer able to endure the cruelties and oppressions which the late King Sree Wikrema Rajah Singha tyrannically practised towards them, prayed assistance of the British Government for their relief, and a solemn act declared the late King deposed, and himself and all persons descending from, or in any manner related to his family, incapable of claiming or exercising royal authority within the Kandian provinces; which were by the same solemn act ceded to the dominion of the British sovereign.

Moderate exercise of power by the British Government.

2. The exercise of power by the representatives of His Britannic Majesty, from the date of that convention (the 2nd March 1815) till the hour that insurrection broke out, in the month of October 1817, was marked with the greatest mildness and forbearance towards all classes; the strictest attention to the protection and maintenance of the rites, ministers, and places of worship of the religion of Budhoo; and a general deference to the opinions of the Chiefs who were considered as the persons best able, from their rank and knowledge, to aid the Government in ensuring the happiness of the mass of its new subjects. In

exacting either taxes or services for the State, an extraordinary and unprecedented laxity was allowed to take place, in order that the country might with more ease recover from any evil effects sustained by the contrary practice of the late King. In assessing punishments for offences even where a plot to subvert the Government was proved, the spirit which always characterizes the British rule was strongly to be contrasted with the ancient and frequent recurrence of capital executions, preceded by the most cruel and barbarous tortures.

Flourishing state of the country.

3. Under this mild administration on the part of the British Government, the country appeared to rest in peace: cultivation was increased, and Divine Providence blessed the exertions of the labourers, and rewarded them by plenteous crops; yet all this time there were factions and intriguing spirits at work, seeking for an opportunity to subvert the Government, or no purpose but to assume to themselves absolute power over the lives and properties of the general mass of subjects, which, by the equal justice of British authority, were protected from their avarice or malicious cruelty.

Notwithstanding these benefits plots have been formed against the State. Motives of the factions.

Time and manner of executing the plot.

4. These plotters against the State were found among the very persons who had been restored to honours and security by the sole intervention of British power; and the opportunity of raising disturbance was chosen when, relying on the merited gratitude of all orders of the Kandian nation, the Government had diminished the number of troops; and the insurgent leaders, unconscious or forgetful of the extensive resources of the British Empire, thought, in setting up the standard of rebellion, as easily to effect their purpose of expelling the English from the country, as the people had been deluded to prostrate before the phantom, whose pretensions they espoused merely to cover their own ambitious views of subjecting the nation to their arbitrary will.

Manifestation of the power of the British Government.

5. After more than a year of conflict, which has created misery and brought destruction on many, the efforts of the British Government and the bravery of His Majesty's troops have made manifest to the Kandians the folly of resistance, and that in the Government alone resides the power of protecting them in the enjoyment of happiness. The flimsy veil which the rebel Chiefs threw over their ambitious designs was torn aside by themselves, and the pageant, whom the people were called to recognize as the descendant of the gods, exposed as the offspring of a poor Cingalese empyric.

Detection of the imposition practised in the person of the pretender.

Reasonable to except delusion, in future, would be more difficult.

6. After such a display to the public of depraved artifice and injurious and unfeeling deception, the Government might reasonably hope that a sense of the misery brought on them by delusion should prevent the great body of the

people from listening to any one who should attempt in future to seduce them into rebellion against its beneficent rule. But it is also incumbent on it, from a consideration of the circumstances which have passed, and the evil consequences which have ensued on the blind obedience which the people have thought due to their Chiefs, instead of to the sovereign of the country, to reform, by its inherent right, such parts of the practice of administration, as, by occasioning the subject to lose sight of the Majesty of the royal government, made him feel wholly dependent on the power of the various Chiefs, which, to be legal, could only be derived to them by delegation from the sovereign authority of the country.

Expedient to guard against a recurrence of the evil consequences, and to demonstrate to the people that the Government is entitled to their obedience in superiority to the Chiefs.

7. His Excellency the Governor, therefore, now calls to the mind of every person and of every class within these settlements, that the sovereign Majesty of the King of Great Britain and Ireland, exercised by his representative the Governor of Ceylon and his Agents in the Kandian provinces, is the source alone from which all power emanate, and to which obedience is due; that no Chief who is not vested with authority or rank from this sovereign source, is entitled to obedience or respect; and that, without powers derived from Government, no one can exercise jurisdiction of any kind, or inflict the slightest punishment; and, finally, that every Kandian, be he of the highest or lowest class, is secured in his life, liberty and property from encroachment of any kind, or by any person, and is only subject to the laws which will be administered according to the ancient and established usages of the country, and in such manner, and by such authorities and persons, as in the name and on the behalf of his Majesty is herein declared.

Declaration of the supremacy of the British crown exercised through the Governor and his agents.

No Chief entitled to obedience or power but when vested with authority by Government.

Equal rights of every Kandian subject.

8. The general, executive, and judicial authority in the Kandian provinces is delegated by His Excellency to the Board of Commissioners, and, under their general superintendence, to resident agents of Government in such Dessavonies of the said provinces in which it may please His Excellency to place such Agents, with more or less authority or jurisdiction, as by their several instructions may be vested in them, and of which the present disposition and arrangement is hereinafter contained.

Delegation of the Governor's authority to the Board of Commissioners and to resident agents in certain Dessavonies.

9. The Adigars, Dessaves, and all other Chiefs and inferior headmen shall perform duty to Government under the orders of the said Board of Commissioners and British Agents, and not otherwise.

All Chiefs to perform duty under the orders of the Board or other British Agents.

10. No person shall be considered entitled to execute office, either of the higher or lower class of headmen, unless thereto appointed by a written instrument,

No person to execute office, but under written appointments.

signed, in respect to superior Chiefs, by His Excellency the Governor, and for inferior headmen, by the Honourable the Resident, or provisionally, by any Agent of Government thereto duly authorized, excepting in certain villages or departments which will be allotted for personal services to the Dessaves, in which the Dessave shall, as before, have this sole privilege of making appointments.

Signed by the Governor for superior Chiefs, and by the Resident for inferior headmen, or provisionally, by Agents in the Dessavonies.

Except in villages allotted to personal services of Dessaves.

11. Honours shall be paid to all classes of Chiefs entitled to the same under the former Government, in so far as the same is consistent with the abolition, which the British Government is resolved to effect, of all degrading forms whereto both Chiefs and people were subjected under the ancient tyranny and which a liberal administration abhors. All prostrations, therefore, from or to any person including the Governor, are henceforth positively, as they were before virtually and in fact, abolished; and the necessity which existed that Chiefs or others, coming into the presence of the sovereign authority should remain on their knees, is also abrogated; but all Chiefs and other persons coming before, meeting or passing any British officers, civil or military, of rank and authority in the island of Ceylon, shall give up the middle of the road, and, if sitting, rise and make a suitable obeisance, which will be always duly acknowledged and returned.

Honours to be paid to Chiefs as before, except as under.

Prostrations abolished.

Kneeling in presence of the sovereign authority abrogated.

Respect to be paid to British officers of rank by Chiefs and others.

12. It is also in this respect directed, that on entering the hall of audience every person shall make obeisance to the portrait of His Majesty there suspended; and as well there as in any other court of justice to the presiding authority: and it is further directed that when His Excellency the Governor, as His Britannic Majesty's representative, travels, he shall be attended by all the persons in office belonging to each province, in manner as they attended the former Kings of Kandy; except that the Dessaves may always use palanquins beyond the river Mahavillaganga, within which limit the Adigars only have this privilege: and that when any of the members of His Majesty's Council, or the Commissioners for the Kandian provinces, or the commanding officer of the troops in the Kandian provinces, travel into any province on duty, they be met and attended in such province in the same manner as the great Dessaves were and are to be attended in their provinces; likewise the Resident, agents, and the officers commanding the troops in each province, are, in their provinces, to be similarly attended and receive like honours.

Respect to His Majesty's portrait in the hall of audience.

And to authority presiding in courts of justice.

Attendance on the Governor in travelling.

Attendance on other officers of Government travelling on duty.

13. The Chiefs holding the high offices of first and second Adigars will be received by all sentries, whom they may pass in the day, with carried arms;

Salute by sentries to the first and second Adigars.

and by all soldiers off duty, or other Europeans, or persons of European extraction, by touching their caps or taking off their hats; and by all natives, whether Kandians or not, by rising from their seats, leaving the middle of the street clear, and bowing to the Adigars as they pass; and to all other Dessaves and other Chiefs, all natives coming into their presence, meeting or passing them, are to make a proper inclination of the body in acknowledgment of their rank.

Respect by Europeans.

By Natives.

Respect to other Chiefs.

14. The Adigars, Dessaves, and other Chiefs shall further be entitled to proper attendance of persons of the different departments, in such numbers as shall be determined by His Excellency on the report of the Board of Commissioners; provided that, where such persons are not belonging to the villages or departments allotted to the Adigar or Dessaves, the application for their attendance, when required, must be made to the Resident in Kandy, or to the Agents of Government in the provinces in which such agents may be stationed.

Attendance on Adigars, etc.

15. The persons entitled to sit in the hall of audience, or in the presence of the agents of Government, are those Chiefs only who bear commissions signed by the Governor, or to whom special license may by the same authority be given to that effect. Of these, only the two Adigars, or persons having the Governor's letter of license, can sit on chairs, the others on benches covered with mats of different heights according to their relative ranks, in the courts hereinafter mentioned of the agents of Government: when the assessors are Mohottales or Corls, they may sit on mats on the ground.

Persons entitled to sit in hall of audience or in presence of British agents.

16. As well as the priests as all the ceremonies and processions of the Budhoo religion shall receive the respect which in former times was shown them; at the same time it is in no wise to be understood that the protection of Government is to be denied to the peaceable exercise by all other persons of the religion which they respectively profess, or to the erection, under due license from His Excellency, of places of worship in proper situations.

Respects to priests and processions of Budhoo religion.

General protection to all other religions.

Erection of places of worship under the Governor's license.

17. The Governor abolishes all fees payable for appointments either to Government or to any Chief, excepting for appointments in the temple villages, which will be made by the Resident on the recommendation of the Dewenileme or Basnaikenilemes appointed by the Governor; the Dewenileme or the Basnaikenileme receiving the usual fee. Also all duties payable heretofore to the Gobbedawas, aramudale awudge, and all other duties or taxes

Fees on appointments abolished, except in temple villages.

All taxes and duties abolished.

whatsoever, are abolished, save and except that now declared and enacted, being a tax on all paddy-lands of a portion of the annual produce, under the following modifications and exceptions, and according to the following rates.

Except a general tax on paddy-land of a portion of the produce.

18. The general assessment of tax on the entire paddy-lands of the Kandian provinces is fixed at one-tenth of the annual produce, to be delivered by the proprietor or cultivator at such convenient store-house in every province or sub-division of a province, as shall be, with due regard to the interests of the subject, appointed by or under the instructions of the revenue agent.

General rate of tax fixed at one-tenth of the annual produce.

19. To mark the just sense which His Excellency has of the loyalty and good conduct of the Chiefs and people of Oodanoora, the four Corls, the three Corls, and the following Corls of Saffregam, to wit Kooroowiti Corl, Nawadoon Corl, Colonna Corl, Kukula Corl, the Atakalan Corl, the Uduwak Gampaha of Kadewatte Corl, the Medde Corl, except the villages Udagamme, Gonilaude, Kolutotte, Golttette, Mollemore, Piengiria, and Mulgamma; and the following Corls of the seven Corls, *viz.*, Tirigandahaye, excepting the villages Hewapolla, Katoopittiye, and Zorrewatere; Oodapola Corl, Kattugampaha Corl, Oodaokaka, Kattugampola Corl, Medapattoo, Petigal Corl, Yagame Corl, Rakawah Puttoo Corl, Augaume Corl, Yatekuha Corl, and of the villages Pubilia, Kougahawelle, and Nikawelle, lying in the Oodoogodde Corl of Matele; the Governor declares that the rate of taxation in these provinces or Corls shall only be one-fourteenth part of the annual produce.

In certain districts which have stood firm in loyalty, the tax reduced to one-fourteenth.

20. But, on the contrary, that it may be known that persons who are leaders in revolt or disobedience shall meet punishment, all lands which may have been declared forfeited by the misconduct of the proprietors, shall, if by the mercy of Government be restored to the former owners, pay a tax one-fifth of the annual produce.

All lands forfeited in rebellion, and which may be restored to the former owners, to pay one-fifth.

21. The Governor, desirous of showing the adherence of Government to its stipulations in favour of the religion of the people, exempts all lands, which now are the property of temples, from all taxation whatever; but as certain inhabitants of those villages are liable to perform fixed gratuitous services also to the Crown, this obligation is to continue unaffected.

Temple lands exempted from taxation.

Reservation of gratuitous service from certain inhabitants of temple villages.

22. All lands also, now belonging to the following Chiefs, whose loyalty

Land belonging to certain loyal Chiefs exempted from tax.

and adherence to the lawful government merits favor, *viz.*:—

Mollegodde Mahanileme,
Mollegodde Nileme,
Ratwatte Nileme,
Kadoogamoone Nileme,
Dehigamme Nileme,
Mulligamme Nileme, lately Dessave of Welasse,
Eknilligodde Nileme,
Mahawalletene Nileme,
Doloswalle Nileme,
Eheyleyagodde Nileme,
Katugaha the elder,
Katugaha the younger,
Damboolane Nileme,
Godeagedere Nileme,
Gonegodde Nileme, formerly Adikaran of Bintenne—

shall be free of duty during their lives; and that their heirs shall enjoy the same free of duty, excepting with regard to such as paid pingo duty which shall now and hereafter pay one-tenth to the Government of the annual produce, unless when exempted under the next clause.

Lands of Chiefs holding office exempted during the continuance in office.

23. All lands belonging to the Chiefs holding offices, either of the superior or inferior class, and of inferior headmen, shall, during the time they are in office, be free of duty.

Lands of cinnamon peelers exempted from taxation.

24. All lands belonging to persons of the castes or departments allotted to the cutting of cinnamon, shall be free of duty: also lands held by persons, for which they are bound to cultivate or aid in the culture of the royal lands,

Also of cultivators of royal lands.

and also the lands of such persons who may be allotted to the performance of personal service to the Dessaves by the Board of Commissioners; and of those

Also of attendants allotted to Dessaves, Katipurule, and Attepattoo people.

who perform Katipurule or Attepattoo service gratuitously; it being well understood that the persons last mentioned have no right or authority whatever to exact or receive fees or fines of any kind when sent on public duty, which they are required to perform expeditiously and impartially.

Veddas to continue tribute of wax.

25. The veddas who possess no paddy lands shall continue to deliver to Government the usual tribute in wax.

All presents prohibited.

26. All presents to the Governor, or other British authorities, are strictly prohibited. In travelling, every officer, civil or military, chiefs, detachments of troops, or other servants of Government, on notice being given of their intended march or movement, are to be supplied with the provisions of the country in reasonable quantity, and on payment being made for the same at the current price.

Provisions to British officers, Chiefs, troops, or other servants of Government travelling to be furnished for payment.

Fees on hearing cases abolished.

27. All fees on hearing of cases to Dessaves or others, except as hereafter mentioned, which are for the benefit of Government, shall be and are abolished.

28. The services of the Adigars, Dessaves, and other superior Chiefs to Government shall be compensated by fixed monthly salaries, in addition to the exemption of their lands from taxation.

Remuneration for service of superior Chiefs.

29. The services of the inferior Chiefs shall be compensated as above by exemption from taxation, and that they also receive one-twentieth part of the revenue paddy which they shall collect from the people under them, to be allotted in such portion as the Board of Commissioners shall, under the authority of Government, regulate.

Remuneration to inferior Chiefs

30. All persons shall be liable to service for Government on the requisition of the Board of Commissioners and agents of Government, according to their former customs and families, or tenure of their lands, on payment being made for their labour; it being well understood that the Board of Commissioners, under His Excellency's authority, may commute such description of service as, under present circumstances, is not usefully applicable to the public good, to such other as may be beneficial: and provided further, that the holding of lands duty-free shall be considered the payment for the service of the Katipurule and Attepattoo departments, and persons allotted to the Dessave's service; and also for the service to Government of certain persons of the temple villages and in part for those which cut cinnamon; and also that the duty of clearing and making roads and putting up and repairing bridges, be considered a general gratuitous service falling on the districts through which the roads pass or wherein the bridges lie; and that the attendance on the great feast, which certain persons were bound to give, be continued to be given punctually and gratuitously. The washerman also shall continue to put up white cloths in the temples and for the Chiefs gratuitously.

All persons liable to general service for payment.

31. All Kadawettes and ancient barriers throughout the country shall be from henceforward discontinued and removed, and the establishments belonging to them for their maintenance and defence abolished; the services of the persons usually employed therein being applied to such other more beneficial purpose as the Board of Commissioners shall determine.

Kadawettes, and services attendant, abolished.

32. And it being necessary to provide rules for the service of certain persons who were to perform duty to the person of the King of Kandy, *viz.*, the kunamaduwe, or palanquin bearers, the talpatawedunа karias, or talpat bearers, and pandan karias, or torch-bearers; it is ordered by the Governor, that such persons being paid for the same shall be bound to serve in their respective capacities the Governor, the members of His Majesty's Council, any general officer on the staff of this army, the Commissioners for Kandian affairs, the secretary for the Kandian provinces, and the officer commanding the troops in the interior.

Rules for service of kunamaduwe, talpatawedunа karias, and pandan karias.

33. And for ensuring the due execution of all the above ordinance relative to the collection of the revenue and performance of public duty by all Chiefs and others His Excellency empowers and directs that the Board of Commissioners in Kandy, collectively or in their several departments, and the agents of Government in the provinces, shall punish all disobedience and neglect by suspension or dismissal from office, fine or imprisonment, as particular cases may require and deserve; provided that no person holding the Governor's commission may be absolutely dismissed, but by the same authority; and no other Chief but by the authority of the Honourable the Resident; but as well the commissioners as other agents, duly authorized by instructions from the Governor, may suspend Chiefs of the superior or inferior order, on their responsibility, for disobedience or neglect of the orders or interest of Government; reporting immediately, as the case may require, to the Governor or the Resident, their proceedings for approval or reversal.

Powers of agents of Government to punish neglect of duty.

34. And in order that justice may be duly, promptly, and impartially administered throughout the Kandian provinces to all classes, His Excellency the Governor is pleased to declare his pleasure to be touching the same, and to delegate and assign the following jurisdiction to the public officers of Government for hearing and determining cases wherein Kandians are concerned as defendants, either civil or criminal.

Details of judicial administrations in cases wherein Kandians are defendants.

35. Every agent of Government shall have power and jurisdiction to hear and determine alone civil cases wherein the object of dispute shall not be land and shall not exceed in value fifty Rix Dollars; and also criminal cases of inferior description, such as common assaults, petty thefts, and breaches of the peace, with power of awarding punishment, not exceeding a fine of Rix Dollars twenty-five, corporal punishment, with a cat-o'-ninetails or rattan, not exceeding thirty lashes, and imprisonment with or without labour not exceeding two months; to which terms of imprisonment and fine such agents are also limited in punishing neglects or disobedience of orders, according to the provisions above detailed.

Powers of agents of Government sitting alone.

In civil cases.

In criminal cases.

36. The second or Judicial Commissioner shall, sitting alone, have power to hear and determine civil cases wherein the object in dispute shall not be land, and shall not exceed Rix Dallars one hundred in value; and also criminal cases of inferior description, with powers of punishment as in the last clause conferred on agents of Government.

Powers of Judicial Commissioners sitting alone.

37. The second or Judicial Commissioner, and such agents of Government in the provinces to whom the Governor shall delegate the same by his instructions, shall hold at Kandy and in the pro-

Courts to be held by Judicial Commissioners and agents duly authorized to consist of themselves

and two Kandian assessors to try all civil cases and all criminal cases, except treason, murder, and homicide.

vinces a court for the trial of all other civil cases, and of criminal cases, excepting treason, murder, or homicide, with powers, in criminal matters, to assess any punishment short of death or mutilation of limbs or member: which court shall consist, in Kandy, of the second Commissioner and two or more Chiefs; and in the provinces, of the agent of Government, and one or more Dessaves of the province, and one or more Mohottales or principal Corls so as there shall be at least two Kandian assessors, or two Mohottales or Corls, where no Dessave can attend.

38. The decisions of the courts in the provinces shall be by the agent of Government, the Kandian assessors giving their advice; and where the opinion of the majority of such assessors differs from the opinion of the agent of Government, there shall be no immediate decision; but the proceedings shall be transferred to the court of the second Commissioner who may either decide on the proceedings had in the original court, or send for the parties and witnesses, and re-hear the case or take or order the agent to take further evidence, and shall decide the same.

Mode of decision in courts of agent of Government.

Reference in certain cases to court of Judicial Commissioner.

39. Appeals also shall lie from the decisions of such agents to the court aforesaid of the second Commissioner, in civil cases, if the appeal is entered before the agent in ten days from his decree and the object in dispute be either land or personal property exceeding Rix Dollars one hundred and fifty in value; in which case execution shall stay, and the proceedings be transmitted to the said Commissioner's court which shall and may proceed in the same as in the cases mentioned in the former Article. But appeals also may be allowed upon order of the Governor or the Board of Commissioners, although not entered in ten days, if application is made in a year.

Appeals to Judicial Commissioner.

40. The decisions in the court of the second Commissioner shall be by the said Commissioner, the Kandian assessors giving their advice; and if the opinion of the majority of such assessors shall be different from that of the second Commissioner, the case, whether originally instituted or in appeal, or reference from the agent of Government, shall be transferred to the collective Board, and by them reported on to His Excellency the Governor, whose decision thereon shall be conclusive and without appeal; but that in civil cases decided by second Commissioner, either in original or brought before him by appeal or references, appeal shall lie to the Governor if entered before the second Commissioner in ten days from his decree, and if the object in dispute be either land or personal property, exceeding

Mode of decision in court of Judicial Commissioner.

Reference in certain cases through the Board of Commissioners to the Governor.

Appeals to the Governor.

in value one hundred and fifty Rix Dollars, in which case execution of the decree shall be stayed, and the proceedings be transmitted to the Governor. But appeal may be allowed by order of the Governor, on application, within one year from the date of the decree.

Disposal of appeals by the Governor.

41. Appeals to the Governor will be disposed of by His Excellency in correspondence with the Board of Commissioners according to justice.

Limitation as to execution of sentences in criminal cases.

42. In criminal cases no sentence, either by the second Commissioner or the agents of Government, shall be carried into effect if it awards corporal punishment exceeding one hundred lashes, imprisonment with or without chains or labour exceeding four months, or fine exceeding fifty Rix Dollars, unless after reference to the Governor through the Board of Commissioners, which will report on the case and sentence, and after His Excellency's confirmation of such sentence.

The Resident may preside in court of Judical Commissioner or hold a separate court.

43. The Honourable the Resident may, when he thinks needful, assist and preside in the court of the Judicial Commissioner; and that the Resident may also hold a court for hearing cases, to consist of himself and two Kandian Chiefs or assessors, under the provisions respecting references, and appeals, and limitation of execution of sentences in criminal cases, prescribed to the Judicial Commissioner; and to preserve regularity the records of such the Resident's judicial proceedings in each case shall be deposited with the Judicial Commissioner on the conclusion of the same.

Mode of proceeding in cases of treason, murder, or homicide.

44. In all cases of treason, murder, or homicide, the trial shall be before the courts of the Resident or of the second Commissioner and his Kandian assessors, whose opinion as to the guilt of the defendant, and the sentence to be passed on any one convicted, is to be reported, through the Board of Commissioners, with their opinion also, to His Excellency the Governor for his determination.

Jurisdiction, where superoir Chiefs are defendants, reserved to second Commissioner.

45. All cases, criminal or civil, in which a superior Chief is defendant shall be originally instituted and heard before the Resident or the second Commissioner; that all other cases shall be instituted before the jurisdiction in which the defendant resides. Provided that in civil cases the plaintiff may appoint

Jurisdiction in other cases.

an attorney to prosecute in his behalf, as may the defendant to defend his case.

Assessment of fines in civil suits.

46. In civil cases the losing party may be, by the second Commissioner or agent of Government, discretionally ordered to pay a sum to Government, of one-twentieth part of the value of the object in dispute not exceeding in any case Rix Dollars fifty.

47. The first and second Adigars shall and may execute civil jurisdiction over all Katipurules and their property subject to appeal to the second Commissioner: and also over such other persons and property as the Governor may, by special warrant, assign to the jurisdiction of either of these two great officers, subject to appeal as aforementioned; and that the second Commissioner, or any agent of Government may refer cases for hearing, and report to him in his court to the Adigar, Dessaves, or Mohottales.

Civil jurisdiction of first and second Adigars.

48. The Adigars shall have jurisdiction to punish disobedience of their orders, and petty offences, by inflicting corporal punishment not exceeding fifty strokes with the open hand, or twenty-five with a rattan, on the back, or by awarding imprisonment for a term not exceeding fourteen days.

Criminal jurisdiction of Adigars.

49. The Dessaves or Chiefs holding the Governor's commission may also punish offences by corporal punishment not exceeding twenty-five strokes with the open hand, and by imprisonment for a term not exceeding seven days; and similarly the principal Mohottales, Lieunerales, and Corls, being in office, may inflict corporal punishment for offences on persons over whom they might have exercised such jurisdiction under the former Government not exceeding ten strokes with the open hand, and may imprison such persons for a term not exceeding three days; provided that the several persons on whom the above power is exercised shall be duly and lawfully subject to the orders of such Adigar, Dessave Chief, Mohottale, Lieunerale, or Corl; and that no such power shall be exercised on persons holding office, or on persons of the low country, foreigners, or on Moormen of the Kandian provinces; and provided that in all cases where imprisonment is awarded for a term exceeding three days, the prisoner be sent, with a note of the sentence, to the second Commissioner or the nearest agent of Government to be confined.

Of Dessaves.

Of Mohottales and Corls.

50. To ensure a due and uniform administration of justice, it is declared and enacted by His Excellency that all evidence before the Resident, the second Commissioner, or other agent of Government, in a civil or criminal case, shall be taken on oath; which oath, in the case of Kandian or Hindoo witnesses, shall be administered after the evidence is taken (the witness being previously warned that such will be the case), at the nearest dewale, before a Commissioner or Commissioners ordered by the court to see that the witness declares solemnly that the evidence he has given is the truth, the whole truth, and nothing but the truth; that no exemption can lie to this mode of giving evidence, except when Budhist priests are examined; and that every person except a priest, giving evidence, must stand while he delivers it.

Mode of receiving evidence and administering oath to Pagans.

51. The people of the low country, and foreigners coming into the Kandian provinces, shall continue subject to the civil and criminal jurisdiction of the agents of Government alone, with such extension as His Excellency may, by special additional instructions, vest in such agents, and under the limitation as to execution of sentences in criminal cases hereinbefore provided as to Kandians, in the 42nd clause, until reference to the Governor through the Board of Commissioners, excepting in cases of treason, murder, and homicide, in which such persons shall be subject to the same jurisdiction now provided for Kandians; and that the same line shall be pursued in cases wherein a Kandian Moorman shall be defendant.

Jurisdiction over foreigners.

And over Kandian Moormen.

52. And His Excellency the Governor takes this occasion to confirm the provisions of his proclamation of the 2nd March 1818 respecting the Moormen, but to explain that they are nevertheless, when living in the villages wherein also Kandians reside, to obey the orders of the Kandian Chief or headman of the village, on pain of punishment by the agent of Government for disobedience, notwithstanding anything in the said proclamation contained.

Confirmation of privileges of Moormen.

53. According to such known rules justice will be accessible to every man, high or low, rich or poor, with all practicable convenience, and the confident knowledge of impartiality of decision. And to give effect to this plan for the administration of justice, and to collect the public revenue and ensure the execution of public duties, His Excellency is pleased to assign to the immediate control and exercise of jurisdiction of the Board of Commissioners, the following provinces: the four Corls, Matele, Oodapalata, including Upper Bulatgamme, Oodanoora, Yatenoora, Tumpanne, Harrissiapattoo, Doombera, Hewahette, Kotmale, the part of Walapana lying west of the Kuda and Oomaoya, and the Hooroole, Tamirawane, Maminiya, and Ollagalla Pattoos of Nuwera Kalawiye; in all which the higher judicial duties and the collection of revenues will be made by the Commissioners of the Board; but in those limits there will be besides two agents of Government to hear minor cases at Attapittia in the four Corls, and at Naleude in Matele.

Exclusive local jurisdiction of Board of Commissioners.

Agents of Government to hear minor cases in four Corls and Matele.

54. There will be an agent of Government resident in Ouva, to whose immediate jurisdiction are assigned the provinces of Ouva, Wellasse, Bentenne, Weyeloowa, and the royal village of Madulla; all civil and criminal cases will be heard by him, with the exceptions mentioned and under the rules detailed above. He will give orders to collect revenue, perform public service, suspend and punish headmen for disobedience, and exercise general powers of Government in those limits, subject to the superintendence of the Board of Commissioners.

Powers of Agent of Government in Ouva.

55. Similarly, an agent of Government in the seven Corls will exercise jurisdiction over that province and the northern part of Nuwere Kalawiye; an agent of Government in Saffregam will perform like duties in that province; an agent of Government will reside in the three Corls with like powers; and the Collector of Trincomalee will hear all cases and collect the revenue, and cause public service to be performed in the same manner in Tamankadewe.

Similar in the seven Corls.

Three Corls.
Of Collector of Trincomalee in Tamankadewe.

56. In all matters not provided for by this proclamation, or other proclamations heretofore promulgated by the authority of the British Government, His Excellency reserves to himself and his successors the power of reforming abuses, and making such provision as is necessary, beneficial or desirable. He also reserves full power to alter the present provisions as may appear hereafter necessary and expedient; and he requires, in His Majesty's name, all officers, civil and military, all Adigars, Dessaves, and other Chiefs, and all other His Majesty's subjects, to be obedient, aiding and assisting in the execution of these or other his orders, as they shall answer the contrary at their peril.

Reservation of powers of making further provisions and alterations.

Enjoining general obedience.

Given at Kandy, in the said island of Ceylon this twenty-first day of November one thousand eight hundred and eighteen.

By His Excellency's Command,

(Sd.) GEO. LUSIGNAN,
Secretary for Kandian Provinces.

GOD SAVE THE KING.

APPENDIX.

CEYLON.

APPENDIX—*Page 271.*

Translation of a Treaty between the King of Kandia and the Government of Colombo—14th February 1766.

Know all men that their High Mightinesses the illustrious States General of the free United Netherlands and the illustrious and mighty Dutch East India Company on the one part, and His Imperial Majesty the illustrious and powerful Prince and Lord Kirtie Sree Rajah Singha, Emperor, together with the Nobles of the realm and Lords of his Court on the other part, have mutually agreed to put an end to the war existing betwixt both powers, and to conclude a treaty of peace and amity on the following conditions, as the foundation of a new peace and eternal friendship agreed upon for their mutual advantage, and hereby confirmed by the persons thereto nominated by both parties, *viz.*, on the part of the illustrious and mighty Company in the name of their High Mightinesses the illustrious States General of the free United Netherlands by the honourable Iman Willem Falck, Governor and Director, and the Members of the Government of Ceylon; and on the part of His Imperial Majesty the illustrious and most powerful King of Kandia by his Ambassadors Extraordinary the illustrious nobles of the realm and court Dœmbere Ralchamy, grand Dessave of Matele, Pilimi Salauwelle, Ralchamy, grand Dessave of Saffregram and the three Corls, Angammonne Ralchamy, grand Dessave of Oedepallate, Miewattere Ralchamy, grand Secretary to the King and Morgamme Mohandiram Ralchamy.

ARTICLE 1.

Henceforth there shall be an everlasting friendship betwixt the King of Kandia, his nobles of the realm, and other subjects on the one part, and their High Mightinesses the States General of the free United Netherlands and the mighty Dutch Company and their inhabitants on the other part.

ARTICLE 2.

His Imperial Majesty the Emperor of Kandia and the nobles of his court acknowledge the illustrious and mighty States General of the United Netherlands and the powerful Dutch Company as lawful and supreme sovereigns of all the lands they possessed on this island before the present war, *viz.*, the kingdom of Jaffenapatam with its dependencies and the Wannia provinces the island of Manar with its subordinate provinces from the province of Potulum, Calpentyn and its dependencies, the Dessaveship of Colombo, the district of Galle, the Dessaveship of Matura, Battacalœ, and Trincomalee, and the lands formerly dependent on those places; and His Imperial Majesty and the nobles of his court do hereby relinquish all right and title to the aforesaid lands which they may have formerly had or pretended to have.

ARTICLE 3.

The King of Kandia and the nobles of the court cede over and above to the aforesaid Company the sovereignty over all the sea coasts round all

the island in so far the Company did not possess them before the present war, *viz.*, on the west side from Caymelly to the districts of Jaffenapatnam and on the east side from where the district of Jaffenapatnam ends as far as the river Waluwe; and these coasts are ceded in the aforesaid manner to the breadth of one Cingalee mile in land more or less as the situation of the hills and rivers will permit it.

ARTICLE 4.

To limit the boundaries of the ceded countries, commissaries shall be appointed by both parties, and the measuring shall commence from the high-water mark on the continent, not comprehending thereunder the small islands as Navikar, Coriandive, Poliandive, etc., and as it is not the Company's intention to enrich itself at the expense of His Majesty's revenues, the Company promise to pay him yearly the same amount as was formerly received from the countries ceded to them; the commissaries who limit the boundaries shall also make the necessary arrangements respecting the revenues.

ARTICLE 5.

On the other hand the illustrious Company acknowledges the King as the sovereign Prince of the other countries of this island.

ARTICLE 6.

The illustrious Company from a regard to peace and amity will restore to the King all the countries conquered by them during the war, except the sea coasts, lands, and places in its vicinity within two hours' walk from the sea, agreeable to the 3rd Article.

ARTICLE 7.

Permission will be granted to all the King's servants and subjects to fetch without paying anything for it either to the Company or any other person on their part as much salt as they please from the Lewais and other salt pans to the east, and from Silaun and Putulang on the west.

ARTICLE 8.

In the same manner the Company shall be permitted to peel cinnamon in the King's lower countries, *viz.*, the Dessaveship of Saffregam, the three and four Corls, and the seven Corls as far as the hill named Balany.

ARTICLE 9.

The King shall issue orders for the cinnamon which grows in the high lands eastward of the Balany Mountain to be peeled by his subjects and

delivered alone to the Company at Galle, Colombo, or Matura at the rate of five Pagodas for each bale containing 88 lbs. of good fine cinnamon.

ARTICLE 10.

The Company shall exclusive of all others receive ivory, pepper, cardamoms, coffee, betelnut, and wax on paying the following rates, *viz.*, for 1lb. of pepper with 5 per cent. over weight 4 Stivers or 1-24th Pagoda, 1lb. of coffee with 5 per cent. over weight 2 Stivers or 1-48th Pagoda, for one ammonam containing twenty-six thousand good dried betelnuts, which shall be delivered on the part of the King, three Rix Dollars, or 1½ Pagodas for every 100 lbs. of good pure wax twenty-five and one-half Rix Dollars or twelve and a half Pagodas.

ARTICLE 11.

As the Company never traded here in ivory the price of it is not known, and therefore this article will, in progress of time, be arranged.

ARTICLE 12.

If in process of time the Company shall be in want of any other products from the King's country the prices will be fixed according to equity.

ARTICLE 13.

Their mutual subjects shall be allowed to trade with each other, for which purpose the inhabitants of Kandia will be permitted to come and go to and from Colombo, Galle, and all other places, and sell and purchase with the same liberties and privileges as the subjects of the Company; in like manner the Company's will be allowed to trade in the King's country, so that both nations in future shall be considered as one and enjoy equal privileges.

ARTICLE 14.

As it is now the interest of both contracting parties to encourage the cultivation of the country products and to prevent smuggling, the King as well as the Company engage and promise to aid each other; and therefore whatever is seized in the King's territory, although it belongs to a Company's subject, shall be forfeited, without any notice thereof being taken, for behoof of the King's treasury; and in the same manner shall be forfeited to the Company all that is seized in their territory, although the property of a King's subject.

ARTICLE 15.

If the King shall be in want of any foreign goods the Company will provide His Majesty with them agreeable to the musters if they are to be had.

ARTICLE 16.

On the other hand, the King and the nobles of his court engage to supply the Company at Bettacaloe and Trincomalee with such timber as the Company shall want.

ARTICLE 17.

All persons whether Europeans, Malays, and sepoys, all deserters either from the European or Native Infantry, and all rebels who have deserted the Company's territory, shall be immediately delivered up, and the guns taken from the Company at Hangewelle and other places shall be returned again to them.

ARTICLE 18.

In future the runaway slaves from each party shall be immediately seized and delivered up, and a reward of ten Rix Dollars paid as a gratuity to the person who apprehends and returns them to their masters.

ARTICLE 19.

In case any of the Company's subjects commit in the King's territory any depredations or crime meriting corporal punishment, such person shall be seized by the King's people and delivered with the proofs of his crime to the Company who will give speedy satisfaction to the party injured; and the Company shall treat the subjects of His Majesty in the same manner when guilty of any outrage in their territories.

ARTICLE 20.

In this manner an intimate friendship will be maintained betwixt both powers, and the mighty Company engage to protect His Imperial Majesty and the whole Empire against any foreign force, and in such case the King and his nobles promise to assist the Company to their utmost, either with arms, troops, or coolies, and to continue with them until the enemy shall have been driven out of the island.

ARTICLE 21.

His Imperial Majesty and the nobles of his court shall therefore not carry on any correspondence, much less conclude any Treaty, with any other European nation than the Dutch; and they engage to deliver to the Company all foreign Europeans that may come into their country. They shall not enter into any contract, or carry on any correspondence with Native Princes to the prejudice of the mighty Company.

ARTICLE 22.

On the other hand, the illustrious Company engage on their parts not to conclude any Treaty with foreign powers against or to the prejudice of the King of Kandia.

ARTICLE 23.

For the cultivation of mutual friendship, ambassadors shall be sent by both parties who will make the necessary arrangements for fetching of salt

and dried fish and the peeling of cinnamon. They shall be received with such marks of honour and distinction as become intimate friends and allies: these ceremonies shall be the same on both sides.

ARTICLE 24.

These Articles shall be solemnly observed and fulfilled by both parties, but should it happen contrary to expectation that anything is done by either party not agreeable to these conditions, or if anything is neglected, these Articles of peace and friendship shall not be considered as broken; but on the injured party's preferring a complaint and demanding satisfaction it shall be given within six weeks.

ARTICLE 25.

On the other hand, should satisfaction not he given within six weeks after it has been demanded, or that it is refused, the party that fails shall be considered as having transgressed the Treaty, and the injured party shall have the right of seeking satisfaction by force of arms.

In witness whereof we have hereunto set our hands and affixed the great seal of the mighty Company, in the castle of Colombo, this 14th day of February 1766.

Company's Seal.

King's Seal.

(Sd.) I. W. FALCK.
„ T. T. FEBER.
„ D. BURNAT GODF. LEON DE COSTE.
„ A. DE LY.
„ J. G. VAN ANGELBECK.
„ P. L. SCHMIDT.
„ A. MOENS.
„ T. H. BORWATER.
(Sd. in Cingalese) SIRILANKA DRESWERRE SREE.
„ KIRTIE SREE RAJAH SINGHA.

G. C. Press, Simla.—No. 881 F. D.—30 5·07.—643—C. G. S.

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G. I. C. P. O.—No. 307 F. D.—1-2-08.—640.—J. E. J.

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on 10 August, 2018